



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, JULY 27, 2021 - 6:30 P.M.

SAFETY ALERT – NOTICE REGARDING COVID-19

The health and well-being of our residents is the top priority for the City of Stanton, and you are urged to take all appropriate health safety precautions given the health risks associated with COVID-19. The City Council meeting will be held in person in the City Council Chambers located at 7800 Katella Avenue, California 90680.

ANY MEMBER OF THE PUBLIC WISHING TO PROVIDE PUBLIC COMMENT FOR ANY ITEM ON THE AGENDA MAY DO SO AS FOLLOWS:

- Attend in person and complete and submit a request to speak card to the City Clerk.
- E-Mail your comments to Pvazquez@StantonCA.gov with the subject line "PUBLIC COMMENT ITEM #" (insert the item number relevant to your comment). Comments received no later than 5:00 p.m. before the scheduled meeting will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

Should you have any questions related to participation in the City Council Meeting, please contact the City Clerk's Office at (714) 890-4245.

In compliance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (714) 890-4245. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to this meeting.

The City Council agenda and supporting documentation is made available for public review and inspection during normal business hours in the Office of the City Clerk, 7800 Katella Avenue, Stanton California 90680 immediately following distribution of the agenda packet to a majority of the City Council. Packet delivery typically takes place on Thursday afternoons prior to the regularly scheduled meeting on Tuesday. The agenda packet is also available for review and inspection on the city's website at www.ci.stanton.ca.us.

1. **CLOSED SESSION** **None.**

2. **CALL TO ORDER REGULAR CITY COUNCIL / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL** Council / Agency / Authority Member Ramirez
 Council / Agency / Authority Member Van
 Council / Agency / Authority Member Warren
 Mayor Pro Tem / Vice Chairman Taylor
 Mayor / Chairman Shawver

5. **SPECIAL PRESENTATIONS AND AWARDS**

Townsend Public Affairs State and Federal Legislative report and update.

6. **CONSENT CALENDAR**

All items on the Consent Calendar may be acted on simultaneously, unless a Council/Board Member requests separate discussion and/or action.

CONSENT CALENDAR

- 6A. **MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS. SAID ORDINANCES AND RESOLUTIONS THAT APPEAR ON THE PUBLIC AGENDA SHALL BE READ BY TITLE ONLY AND FURTHER READING WAIVED**

RECOMMENDED ACTION:

City Council/Agency Board/Authority Board waive reading of Ordinances and Resolutions.

6B. APPROVAL OF WARRANTS

City Council approve demand warrants dated July 2, 2021 – July 15, 2021, in the amount of \$2,485,630.28.

6C. APPROVAL OF MINUTES

City Council/Successor Agency/Housing Authority approve Minutes of Special Joint Meeting and Joint Regular Meeting – July 13, 2021.

6D. AUTHORIZATION FOR MAYOR DAVID J. SHAWVER AND COUNCIL MEMBER HONG ALYCE VAN TO ATTEND THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE IN SACRAMENTO

The League of California Cities Annual Conference and Expo is scheduled for September 22 – 24, 2021 in Sacramento. The League's Annual Business Meeting is scheduled to be held on September 24, 2021. In order to vote at the Annual Conference / Annual Business Meeting, City Council must designate a voting delegate and/or voting delegate alternate. Additionally, pursuant to the City of Stanton Travel and Reimbursement policy, a Council Member must receive City Council approval prior to a trip, if the trip will exceed \$500.00.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorize Mayor David J. Shawver and Council Member Hong Alyce Van to attend the League of California Cities Annual Conference, scheduled for September 22 – 24, 2021 in Sacramento; and
3. Designate Mayor David J. Shawver as the voting delegate and Council Member Hong Alyce Van as the voting delegate – alternate to serve as the City's representatives at the 2021 League of California Cities Annual Conference and Expo in Sacramento.

6E. LEASE AGREEMENT WITH FERNWOOD MOBILE HOME PARK, LP FOR ADDITIONAL PARKING FOR STANTON CENTRAL PARK AND APPROPRIATION OF FUNDS

The City has held an agreement for additional parking to accommodate visitors to Stanton Central Park with Fernwood Mobile Home Park since 2016. The agreement was put on hold during recent closures due to the pandemic. As activities have resumed, the need for additional parking has also increased. Stanton Central Park was designed to have 125 parking stalls. The agreement to lease approximately one acre of adjacent land will provide an additional 85 parking stalls. An appropriation from the General Fund's available fund balance is requested as the cost of this lease is not included in the City's Fiscal Year 2021-22 Adopted Budget.

RECOMMENDED ACTION:

1. City Council declare that in accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15061(b)(3); and
2. Authorize the City Manager to execute the attached agreement for the leasing of property owned by the Fernwood Mobile Home Park, LP for parking for Stanton Central Park; and
3. Appropriate \$30,900 from the General Fund's available fund balance.

END OF CONSENT CALENDAR

7. PUBLIC HEARINGS

7A. PUBLIC HEARING TO CONSIDER DEVELOPMENT AGREEMENT DA 20-05, PLANNED DEVELOPMENT PERMIT PDP 20-06, TENTATIVE TRACT MAP NO. 19145 AND SITE PLAN AND DESIGN REVIEW SPDR-810 FOR A NEW 36-UNIT, SINGLE FAMILY, CONDOMINIUM PROJECT LOCATED AT 7401, 7421, AND 7455 KATELLA AVENUE AND 10941 AND 10921 WESTERN AVENUE IN THE HIGH DENSITY RESIDENTIAL (RH), GENERAL MIXED-USE (GLMX) OVERLAY ZONE

A public hearing to consider a new 36-unit, single family, condominium project and associated improvements located at 7401, 7421 and 7455 Katella Avenue and 10941 and 10921 Western Avenue. Applications include Development Agreement DA 20-05, Planned Development Permit PDP 20-06, Tentative Tract Map No. 19145 and Site Plan and Design Review SPDR-810.

RECOMMENDED ACTION:

1. City Council hereby determine that the Project is Categorically Exempt from CEQA under the Class 32 exemption for infill development set forth in State CEQA Guidelines section 15332. This determination is supported by substantial evidence, including (1) a 258-page CEQA Class 32 Categorical Exemption Support Letter ("Support Letter") prepared by LSA, an environmental consultant; (2) an independent review of the Support Letter by the City of Stanton Planning Division; (3) an Initial Study; and (4) the entirety of the record of proceedings relating to the Project; and
2. Conduct the public hearing; and
3. Introduce Ordinance No. 1110, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND KB HOME COASTAL, INC. FOR CERTAIN REAL PROPERTY LOCATED AT 7401, 7421, AND 7455 KATELLA AVENUE AND 10941 AND 10921 WESTERN AVENUE WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ. AND MAKING CEQA FINDINGS IN CONNECTION THEREWITH"; and

4. Adopt Resolution No. 2021-29 approving Site Plan and Design Review SPDR-810, Planned Development Permit PDP 20-06 and Tentative Tract Map No. 19145 to construct a new 36-unit, detached, condominium development and associated improvements, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING SITE PLAN AND DESIGN REVIEW (SPDR)-810, PLANNED DEVELOPMENT PERMIT (PDP) 20-06 AND TENTATIVE TRACT MAP NO. 19145 FOR A NEW 36-UNIT, DETACHED CONDOMINIUM DEVELOPMENT FOR THE PROPERTIES LOCATED AT 7401, 7421, AND 7455 KATELLA AVENUE AND 10941 AND 10921 WESTERN AVENUE LOCATED IN THE HIGH DENSITY RESIDENTIAL (RH) AND GENERAL MIXED-USE (GLMX) OVERLAY ZONE AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT UNDER THE CLASS 32 EXEMPTION"; and

5. Set Ordinance No. 1110 for second reading and adoption at the August 24, 2021 regularly scheduled City Council meeting.

8. UNFINISHED BUSINESS None.

9. NEW BUSINESS

9A. CITY OF STANTON'S AMERICAN RESCUE PLAN ACT ALLOCATION AND APPROPRIATION OF FUNDS

The United States Department of Treasury released American Rescue Plan Act (ARPA) regulations and updated local government allocations on May 10, 2021. As part of the \$1.9 trillion relief package, the City of Stanton's allocation is at \$9,123,660. Staff will provide an ARPA presentation to propose the City's ARPA spending plans. In addition, staff is requesting an appropriation in the ARPA Fund totaling of \$4,460,980 for Fiscal Years 2020/21 and 2021/22 to appropriate the funds received from the State of California in July

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3), as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Receive a presentation and approval on the City of Stanton's spending allocation plan of its \$9,123,660 American Rescue Plan Act allocation; and
3. Approve appropriations of \$120,000, and \$4,340,980, for the ARPA Fund's (#257) budgets for Fiscal Years 2020/21 and 2021/22, respectively.

9B. ST. POLYCARP CATHOLIC CHURCH REQUEST FOR CITY TO CO-SPONSOR ST. POLYCARP FAMILY FESTIVAL

A request has been received for the City to co-sponsor the St. Polycarp Catholic Church's St. Polycarp Family Festival, which is scheduled to be held on September 17 – 19, 2021.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Provide direction to staff and receive and file the report.

9C. UPDATE AND DISCUSSION REGARDING STEPS TAKEN TO ADDRESS HOMELESSNESS WITHIN THE CITY OF STANTON AND THE RESOURCES BEING OFFERED BY THE CITY

Staff has prepared a presentation regarding the steps taken to address homelessness within the City of Stanton and the resources being offered by the City.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the report.

10. ORAL COMMUNICATIONS - PUBLIC

At this time members of the public may address the City Council/Successor Agency/Stanton Housing Authority regarding any items within the subject matter jurisdiction of the City Council/Successor Agency/Stanton Housing Authority, provided that NO action may be taken on non-agenda items.

- Members of the public wishing to address the Council/Agency/Authority during Oral Communications or on a particular item may do so by submitting their comments via E-Mail to pvazquez@ci.stanton.ca.us with the subject line "PUBLIC COMMENT ITEM #" (*insert the item number relevant to your comment*) or "PUBLIC COMMENT NON-AGENDA ITEM #". Comments received by 5:00 p.m. will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

11. WRITTEN COMMUNICATIONS None.

12. MAYOR/CHAIRMAN COUNCIL/AGENCY/AUTHORITY INITIATED BUSINESS

12A. COMMITTEE REPORTS/ COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS

At this time Council/Agency/Authority Members may report on items not specifically described on the agenda which are of interest to the community provided no discussion or action may be taken except to provide staff direction to report back or to place the item on a future agenda.

12B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE MEETING

At this time Council/Agency/Authority Members may place an item on a future agenda.

12C. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION

12D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING ORANGE COUNTY SHERIFF'S DEPARTMENT SERVICE LEVELS, HOMELESS SERVICES, TICKETING, AND ENFORCEMENT

At the July 13, 2021 City Council meeting, Mayor Shawver requested that this item be agendized for discussion. Mayor Shawver is requesting to discuss and review the provided services of the Orange County Sheriff's Department to the City such as service levels, homeless services, ticketing, and enforcement.

RECOMMENDED ACTION:

City Council provide direction to staff.

12E. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING AUTHORIZING THE CITY ATTORNEY'S OFFICE TO FACILITATE PROSECUTIONS OF LOCAL LAW

At the July 13, 2021 City Council meeting, Mayor Shawver requested that this item be agendized for discussion. Mayor Shawver is requesting to discuss development of policies and creation of ordinances to authorize and allow the City Attorney's office to facilitate more prosecutions of local law, giving the City more control over its prosecution efforts.

RECOMMENDED ACTION:

City Council provide direction to staff.

13. ITEMS FROM CITY ATTORNEY/AGENCY COUNSEL/AUTHORITY COUNSEL

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

14A. ORANGE COUNTY SHERIFF'S DEPARTMENT

At this time the Orange County Sheriff's Department will provide the City Council with an update on their current operations.

15. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, the foregoing agenda was posted at the Post Office, Stanton Community Services Center and City Hall, not less than 72 hours prior to the meeting. Dated this 22nd day of July, 2021.

s/ Patricia A. Vazquez, City Clerk/Secretary

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

July 2, 2021 - July 15, 2021

Electronic Transaction Nos.	1509-1517	\$	2,227,913.24
Check Nos.	133985-134026	\$	257,717.04

TOTAL	\$	2,485,630.28
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Demands listed on the attached registers
conform to the City of Stanton Annual
Budget as approved by the City Council.



City Manager

Demands listed on the attached
registers are accurate and funds
are available for payment thereof.



Finance Director

Accounts Payable

Checks by Date - Detail by Check Number

User: mbannigan
Printed: 7/20/2021 12:08 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1509	GOL1321	GOLDEN STATE WATER COMPANY	07/02/2021	
	July 01	May 10-Jun 09 Water Services Park June 10		5,677.51
	July 01	May 10-Jun 09 Water Services Median June 10		79.32
	July 01	May 10-Jun 09 Water Services Building June 10		34.45
	July 01	May 10-Jun 09 Water Services Median June 10		1,853.73
	July 01	May 10-Jun 09 Water Services Park June 10		5,379.68
Total for Check Number 1509:				13,024.69
1510	CAS683	CA ST PERS-HEALTH BENEFIT	07/07/2021	
	Jul-21	FY21-22 July 21 Retiree Insurance		3,655.00
	Jul-21	FY21-22 July 21 Adm Services Health Ins		112.02
	Jul-21	FY21-22 July 21 Health Ins-Employee		4,469.58
	Jul-21	FY21-22 July 21 Health Ins-City Share		33,216.78
Total for Check Number 1510:				41,453.38
1511	APP15086	APPLEDORE, INC	07/07/2021	
	F46E586-0031	FY20-21 Regional CBO-Data Integration: Outre		47,520.00
Total for Check Number 1511:				47,520.00
1512	TIM14834	TIM SHAW & ASSOCIATES	07/07/2021	
	37	FY20-21 Regional CBO-June 2021		187.50
Total for Check Number 1512:				187.50
1513	CAS680	CA ST PERS 103	07/09/2021	
	PPE 6/19/2021	FY20-21 PERS-City's Share New T3 PPE 6/19/2		5,356.78
	PPE 6/19/2021	FY20-21 PERS-Employee Classic T2 PPE 6/19/		1,918.48
	PPE 6/19/2021	FY20-21 PERS-City's Share Classic T2 PPE 6/1'		2,410.16
	PPE 6/19/2021	FY20-21 PERS-Employee's Share T1 PPE 6/19/		1,866.34
	PPE 6/19/2021	FY20-21 PERS-Survivor New T3 PPE 6/19/202		25.11
	PPE 6/19/2021	FY20-21 PERS-Survivor (Employee) T1 PPE 6/		9.30
	PPE 6/19/2021	FY20-21 PERS-Employee New T3 PPE 6/19/20.		4,676.45
	PPE 6/19/2021	FY20-21 PERS-City's Share T1 PPE 6/19/2021		2,941.12
	PPE 6/19/2021	FY20-21 PERS-Survivor Classic T2 PPE 6/19/2		5.58
Total for Check Number 1513:				19,209.32
1514	INT1569	INTERNAL REVENUE SERVICE	07/12/2021	
	7/8/2021	FY21-22 (FD) Federal Tax Withholding		14,391.86
	7/8/2021	FY21-22 (ME) Medicare-City Share		1,978.47
	7/8/2021	FY21-22 (MC) Medicare-Employee Share		1,978.47
Total for Check Number 1514:				18,348.80
1515	EDD1067	EDD	07/12/2021	
	7/8/2021	FY21-22 State Tax Withholding		4,868.89
	7/8/2021	FY21-22 State Unemployment		215.96

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 1515:				5,084.85
1516	USB13423	US BANK	07/15/2021	
	070121AB	2016AB Bonds Debt Service Payment		828,021.96
	070121CD	2016CD Bonds Debt Service Payment		1,235,838.05
Total for Check Number 1516:				2,063,860.01
1517	CAS680	CA ST PERS 103	07/15/2021	
	PPE 7/3/2021	PERS-Survivor Classic T2 PPE 7/3/2021		5.58
	PPE 7/3/2021	PERS-City's Share New T3 PPE 7/3/2021		5,292.25
	PPE 7/3/2021	PERS-Employee New T3 PPE 7/3/2021		4,706.55
	PPE 7/3/2021	PERS-City's Share T1 PPE 7/3/2021		2,923.58
	PPE 7/3/2021	PERS-Survivor (Employee) T1 PPE 7/3/2021		9.30
	PPE 7/3/2021	PERS-Employee Classic T2 PPE 7/3/2021		1,959.70
	PPE 7/3/2021	PERS-Survivor New T3 PPE 7/3/2021		25.11
	PPE 7/3/2021	PERS-Employee's Share T1 PPE 7/3/2021		1,880.97
	PPE 7/3/2021	PERS-City's Share Classic T2 PPE 7/3/2021		2,421.65
Total for Check Number 1517:				19,224.69
133985	AME15118	AMERICAN RENTALS, INC	07/15/2021	
	145376	FY20-21 Scissor lift rental to change lights		554.50
Total for Check Number 133985:				554.50
133986	ANA12346	ANAHEIM FAMILY YMCA	07/15/2021	
	YMCA62921	FY20-21 Payment for youth sports classes-Sumr		1,029.00
Total for Check Number 133986:				1,029.00
133987	ATT377	AT&T	07/15/2021	
	7/6/2021	FY20-21 Cerritos/Dale-June 714-826-1129		23.61
	7/6/2021	FY20-21 Cerritos/Magnolia-June 714-826-1762		47.40
	7/6/2021	FY20-21 Cerritos/Knott-June 714-236-0402		23.67
Total for Check Number 133987:				94.68
133988	BEA14942	BEAR ELECTRICAL SOLUTIONS, INC	07/15/2021	
	12823	FY20-21 Traffic Signal Response-April		8,112.35
	12824	FY20-21 Maintenance Service-April		1,045.00
	13043	FY20-21 Traffic Signal Response-May		1,650.00
	13044	FY20-21 Maintenance Service-May		1,045.00
	13235	FY20-21 Traffic Signal Response-June		8,888.00
	13236	FY20-21 Maintenance Service-June		1,045.00
Total for Check Number 133988:				21,785.35
133989	BES12575	BEST BEST & KRIEGER LLP	07/15/2021	
	905015	FY20-21 General Fees thru 04-30-2021 (Cannab		1,337.80
	905015	FY20-21 General Fees thru 04-30-2021		12,110.20
	905015	FY20-21 SHA Fees thru 04-30-2021		421.00
	905016	FY20-21 SHA Fees thru 04-30-2021		1,518.00
	905017	FY20-21 General Fees thru 04-30-2021 (Special		1,242.00
	905018	FY20-21 Code Enforcement Fees thru 04-30-202		1,872.40
	905019	FY20-21 DFN 20-0109 Fees thru 04-30-2021 (K		2,028.90
	905019	FY20-21 DFN 19-0111 Fees thru 04-30-2021 (K		855.60
	905020	FY20-21 Labor & Unemployment thru 04-30-20		193.20
	905021	FY20-21 General Fees thru 04-30-2021 (Litigati		2,180.40
	905022	FY20-21 DFN 17-0100 Fees thru 04-30-2021 (F		7,727.50
	905023	FY20-21 DFN 20-0110 Fees thru 04-30-2021 (B		106.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	905024	FY20-21 DFN 19-0121 Fees thru 04-30-2021 (T		193.20
	907657	FY20-21 General Fees thru 05-31-2021 (Cannab		24.20
	907657	FY20-21 General Fees thru 05-31-2021		13,844.80
	907658	FY20-21 Code Enforcement Fees thru 05-31-202		1,736.44
	907659	FY20-21 SHA Fees thru 05-31-2021		883.20
	907660	FY20-21 DFN 19-0111 Fees thru 05-31-2021 (K		165.60
	907660	FY20-21 DFN 20-0109 Fees thru 05-31-2021 (K		2,511.60
	907661	FY20-21 General Fees thru 05-31-2021 (Litigati		82.80
	907662	FY20-21 General Fees thru 05-31-2021 (Initiate		480.00
	907663	FY20-21 DFN 20-0110 Fees thru 05-31-2021 (B		2,310.00
	907664	FY20-21 DFN 20-0110 Fees thru 05-31-2021 (B		1,473.00
	907665	FY20-21 DFN 19-0121 Fees thru 05-31-2021 (T		3,670.80
Total for Check Number 133989:				58,968.64
133990	BOW16070 PWT62921	TIMOTHY DANA BOWEN FY20-21 Payment for youth STEM camps 06/28	07/15/2021	623.70
Total for Check Number 133990:				623.70
133991	BOY14879 Jun-21	BOYS & GIRLS CLUB OF CYPRESS FY20-21 Cypress CBO:Focus Area 1-June 2021	07/15/2021	8,123.00
Total for Check Number 133991:				8,123.00
133992	CIT14657 NOC PSTF-YR4	CITY OF FULLERTON FY20-21 Regional:Homeless Outreach Focus Ar	07/15/2021	26,939.07
Total for Check Number 133992:				26,939.07
133993	FIR1181 82087820	CORELOGIC SOLUTIONS, LLC FY20-21 JUNE-21/Geographic Package-Realqu	07/15/2021	315.00
Total for Check Number 133993:				315.00
133994	COU15550 PW210096	COUNTY OF ORANGE FY20-21 Concrete Improvement Project for May	07/15/2021	4,232.96
Total for Check Number 133994:				4,232.96
133995	DOM1014 163451	DOMEN LAWNMOWER FY20-21 Parts for equipment repair	07/15/2021	64.48
Total for Check Number 133995:				64.48
133996	EMP1089 Progress Pay#7 Progress Pay#8	EMPIRE PIPE CLEANING AND EQUIP FY20-21 Catch Basin Cleaning and Hotspot clea FY20-21 Catch Basin Cleaning and Hotspot clea	07/15/2021	19,309.11 31,718.40
Total for Check Number 133996:				51,027.51
133997	FIS1188 NF62921	NENITA S. FISH FY20-21 Payment for beginning quilters classes-	07/15/2021	150.50
Total for Check Number 133997:				150.50
133998	GAL1259 18603684 18699812	GALLS LLC FY20-21 Parking Control Clothing: 06/15/2021- FY20-21 Parking Control Clothing: 06/28/2021-	07/15/2021	161.59 107.73
Total for Check Number 133998:				269.32

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
133999	GRI12732 HTH62921	HEART TO HEART CPR FY20-21 Payment for CPR and First Aid classes	07/15/2021	119.00
Total for Check Number 133999:				119.00
134000	HIN1468 SIN009636 SIN009636	HINDERLITER DELLAMAS & ASSOCIATES FY20-21 Contract Services-Transactions Tax Q4 FY20-21 Audit Services-Transactions Tax Q4/2021	07/15/2021	300.00 2,949.92
Total for Check Number 134000:				3,249.92
134001	HUN12150 STA1MS412105	JOHN L. HUNTER & ASSOCIATES, INC FY20-21 NPDES-May 2021	07/15/2021	5,303.75
Total for Check Number 134001:				5,303.75
134002	MAD15269 MS62921	MAD SCIENCE FY20-21 Payment for youth STEM camps-Summer	07/15/2021	1,680.00
Total for Check Number 134002:				1,680.00
134003	MER12502 631991 631994	MERCHANTS BUILDING MAINTENANCE FY20-21 Clean and remove residue on divider at FY20-21 Deep Cleaning of FRC	07/15/2021	178.50 1,040.50
Total for Check Number 134003:				1,219.00
134004	NAT2050 31662	NATIONWIDE ENVIRONMENTAL SVC FY20-21 Sweeper Services for June 2021	07/15/2021	11,424.93
Total for Check Number 134004:				11,424.93
134005	NOA16033 NN62921	NICANOR NOA FY20-21 Payment for youth and adult tennis classes	07/15/2021	1,204.00
Total for Check Number 134005:				1,204.00
134006	PRE16071 2020-494	PRESTIGE CONSTRUCTION SERVICE FY20-21 C&D Deposit Refund for 8631 Harriet	07/15/2021	1,485.00
Total for Check Number 134006:				1,485.00
134007	RED2467 21457 21466 21521 21524	RED BALL HARDWARE FY20-21 Supplies need for repairs in the city for FY20-21 Supplies need for repairs in the city for FY20-21 Supplies need for repairs in the city for FY20-21 Supplies need for repairs in the city for	07/15/2021	98.34 92.12 160.49 131.35
Total for Check Number 134007:				482.30
134008	SKY16010 SSA62921	SKYHAWKS SPORTS ACADEMY LLC FY20-21 Payment for youth sports classes and camps	07/15/2021	1,514.35
Total for Check Number 134008:				1,514.35
134009	SOC2734 07/06/21 07/06/21 07/06/21 07/06/21	SO CAL EDISON FY20-21 Electric Service-Signals June FY20-21 Stanton District Light June FY20-21 Electric Service-Parks June FY20-21 Electric Service-SCP June	07/15/2021	1,014.24 12,642.84 520.59 1,720.94
Total for Check Number 134009:				15,898.61

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
134010	GAS1282	SOCALGAS	07/15/2021	
	7/6/2021	FY20-21 Gas service-City Hall June		84.90
	7/6/2021	FY20-21 Gas service-Corp Yard June		45.35
Total for Check Number 134010:				130.25
134011	SPE14885	SPECTRUM FIRE PROTECTION	07/15/2021	
	24117	FY20-21 Fire Inspection @ City Yard		1,040.00
Total for Check Number 134011:				1,040.00
134012	STA16013	RACHEL STANLEY	07/15/2021	
	RS62921	FY20-21 Payment for adult yoga classes-Summe		168.00
Total for Check Number 134012:				168.00
134013	TAI14271	TAIT & ASSOCIATES INC	07/15/2021	
	140455	FY20-21 (FY21-22 Slurry and Reconstruction D		12,085.00
Total for Check Number 134013:				12,085.00
134014	TUR2970	TURBO DATA SYSTEMS INC	07/15/2021	
	35340	FY20-21 JUNE-21/Parking Citation Processing		1,467.50
	35341	FY20-21 JUNE-21/Admin Citation Processing		176.66
Total for Check Number 134014:				1,644.16
134015	VIL14804	ARACELY VILLARUEL	07/15/2021	
	AV62921	FY20-21 Payment for ballet folkloric classes-Sui		756.88
Total for Check Number 134015:				756.88
134016	VIS3077	VISTA PAINT CORP	07/15/2021	
	2021-063555-00	FY20-21 Paint Supplies		18.92
	2021-064013-00	FY20-21 Paint Supplies-Stanton Beige		705.90
	2021-064042-00	FY20-21 Paint Supplies		575.23
Total for Check Number 134016:				1,300.05
134017	AUT12223	AUTOZONE INC.	07/15/2021	
	4072212594	FY21-22 New battery		170.53
Total for Check Number 134017:				170.53
134018	BOW16070	TIMOTHY DANA BOWEN	07/15/2021	
	PWT62921	FY21-22 Payment for youth STEM camp 07/01/		415.80
Total for Check Number 134018:				415.80
134019	ECO15351	ECONO TIRE, INC	07/15/2021	
	23624	FY21-22 Change filters & oil on Tacoma (Licen		124.04
Total for Check Number 134019:				124.04
134020	FRO13927	FRONTIER	07/15/2021	
	7/8/21	FY21-22 City Hall frame relay port July		70.39
Total for Check Number 134020:				70.39
134021	MER12502	MERCHANTS BUILDING MAINTENAN	07/15/2021	
	633432	FY21-22 Janitorial Services at City Hall for July		1,482.22
	633432	FY21-22 Janitorial Services at FRC for July 202		303.59

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 134021:				1,785.81
134022	NOB15303 15100	NOBEL SYSTEMS, INC FY21-22 GIS Services	07/15/2021	14,400.00
Total for Check Number 134022:				14,400.00
134023	PSI11874 29470	PSI FY21-22 (2) 5-gal containers of Taginator	07/15/2021	630.73
Total for Check Number 134023:				630.73
134024	RDB16025 AUGUST-21 JULY-21	RD BANGGALAT CORP FY21-22 Emergency Housing Shelter-Robert Sil FY21-22 Emergency Housing Shelter-Robert Sil	07/15/2021	1,000.00 1,000.00
Total for Check Number 134024:				2,000.00
134025	SER15072 R2107704 R2107704	SERVICE FIRST FY21-22 Maintenance on SCP splash pad-July FY21-22 Maintenance on Dotson splash pad-Jul	07/15/2021	1,225.00 1,225.00
Total for Check Number 134025:				2,450.00
134026	SOC12606 508680 508681 508943	SO CAL INDUSTRIES FY21-22 Fence Rental for 10652 Bell St July FY21-22 Fence rental for Magnolia and Tina Wa FY21-22 Fence Rental for 11870 Beach Blvd Jul	07/15/2021	59.11 603.27 124.45
Total for Check Number 134026:				786.83
Report Total (51 checks):				2,485,630.28

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON JULY 13, 2021

SPECIAL CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY MEETING
(5:00 PM)

JOINT REGULAR CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY MEETING
(6:30 PM)

1. CALL TO ORDER / CLOSED SESSION

The City Council / Successor Agency / Housing Authority meeting was called to order at 5:00 p.m. by Mayor / Chairman Shawver.

2. ROLL CALL

Present: Council/Agency/Authority Member Ramirez, Council/Agency/Authority Member Van, Council/Agency/Authority Member Warren, Mayor Pro Tem/Vice Chairman Taylor, and Mayor/Chairman Shawver.

Absent: None.

Excused: None.

3. PUBLIC COMMENT ON CLOSED SESSION ITEMS None.

4. CLOSED SESSION

The members of the City Council / Successor Agency / Housing Authority of the City of Stanton proceeded to closed session at 5:01 p.m. for discussion regarding:

**4A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
(Pursuant to Government Code Section 54956.8)**

Property: 8830 Tina Way, Anaheim, CA (APN 126-481-01)
8840 Tina Way, Anaheim, CA (APN 126-481-02)
8850 Tina Way, Anaheim, CA (APN 126-481-03)
8860 Tina Way, Anaheim, CA (APN 126-481-04)
8870 Tina Way, Anaheim, CA (APN 126-481-05)
8880 Tina Way, Anaheim, CA (APN 126-481-06)
8890 Tina Way, Anaheim, CA (APN 126-481-07)
8900 Tina Way, Anaheim, CA (APN 126-481-08)
8910 Tina Way, Anaheim, CA (APN 126-481-09)
8920 Tina Way, Anaheim, CA (APN 126-481-10)
8930 Tina Way, Anaheim, CA (APN 126-481-11)
8940 Tina Way, Anaheim, CA (APN 126-481-12)
8950 Tina Way, Anaheim, CA (APN 126-481-13)

DRAFT

8960 Tina Way, Anaheim, CA (APN 126-481-14)
8970 Tina Way, Anaheim, CA (APN 126-481-15)
8841 Pacific Avenue, Anaheim, CA (APN 126-481-29)
8851 Pacific Avenue, Anaheim, CA (APN 126-481-28)
8861 Pacific Avenue, Anaheim, CA (APN 126-481-27)
8870 Pacific Avenue, Anaheim, CA (APN 126-482-05)
8871 Pacific Avenue, Anaheim, CA (APN 126-481-26)
8880 Pacific Avenue, Anaheim, CA (APN 126-482-06)
8881 Pacific Avenue, Anaheim, CA (APN 126-481-25)
8890 Pacific Avenue, Anaheim, CA (APN 126-482-07)
8891 Pacific Avenue, Anaheim, CA (APN 126-481-24)
8900 Pacific Avenue, Anaheim, CA (APN 126-482-08)
8901 Pacific Avenue, Anaheim, CA (APN 126-481-23)
8910 Pacific Avenue, Anaheim, CA (APN 126-482-09)
8911 Pacific Avenue, Anaheim, CA (APN 126-481-22)
8920 Pacific Avenue, Anaheim, CA (APN 126-482-10)
8921 Pacific Avenue, Anaheim, CA (APN 126-481-21)
8930 Pacific Avenue, Anaheim, CA (APN 126-482-11)
8931 Pacific Avenue, Anaheim, CA (APN 126-481-20)
8940 Pacific Avenue, Anaheim, CA (APN 126-482-12)
8941 Pacific Avenue, Anaheim, CA (APN 126-481-19)
8950 Pacific Avenue, Anaheim, CA (APN 126-482-13)
8951 Pacific Avenue, Anaheim, CA (APN 126-481-18)
8960 Pacific Avenue, Anaheim, CA (APN 126-482-14)
8961 Pacific Avenue, Anaheim, CA (APN 126-481-17)
8970 Pacific Avenue, Anaheim, CA (APN 126-482-15)
8971 Pacific Avenue, Anaheim, CA (APN 126-481-16)

Negotiating Parties: Jarad L. Hildenbrand, City Manager, City of Stanton
Jarad L. Hildenbrand, Executive Director, Housing Authority
Jarad L. Hildenbrand, Executive Director, Successor Agency
Trachy Family Trust, Owner
Steven W. Reiss Trust, Owner
Jennie Trust, Owner
Trang Trust, Owner
Triple Star Company, LLC, Owner
Sky Nguyen / SN Living Trust, Owner
Steven W. Reiss Trust, Owner
Ngoc Trieu and Andy Pham, Owner
David M. Cook and Daphne Chakran, Owner

Under Negotiation: Instruction to negotiator will concern price and terms of payment.

DRAFT

4B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

(Pursuant to Government Code Section 54957.6)

Title: City Manager

4C. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2)

Number of potential cases: 1

5. CALL TO ORDER JOINT REGULAR CITY COUNCIL / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY MEETING

The meetings were called to order at 6:33 p.m. by Mayor / Chairman Shawver.

6. ROLL CALL

Present: Council/Agency/Authority Member Ramirez, Council/Agency/Authority Member Van, Council/Agency/Authority Member Warren, Mayor Pro Tem/Vice Chairman Taylor, and Mayor/Chairman Shawver.

Absent: None.

Excused: None.

7. PLEDGE OF ALLEGIANCE

Led by Captain Cruz Alday, Orange County Sheriff's Department.

The City Council / Successor Agency / Housing Authority reconvened in open session at 6:30 p.m.

The City Attorney / Agency Counsel reported that the Stanton City Council / Successor Agency / Housing Authority met in closed session from 5:01 to 6:30 p.m.

The City Attorney / Agency Counsel reported that there was no reportable action and that the City Council / Successor Agency / Housing Authority will reconvene back into closed session once all items on the agenda have been heard.

DRAFT

8. SPECIAL PRESENTATIONS AND AWARDS None.

9. CONSENT CALENDAR

Motion/Second: Ramirez/Van

ROLL CALL VOTE:	Council/Agency/Authority Member Ramirez	AYE
	Council/Agency/Authority Member Van	AYE
	Council/Agency/Authority Member Warren	AYE
	Mayor Pro Tem/Vice Chairman Taylor	AYE
	Mayor/Chairman Shawver	AYE

Motion unanimously carried:

CONSENT CALENDAR

9A. MOTION TO APPROVE THE READING BY TITLE OF ALL ORDINANCES AND RESOLUTIONS. SAID ORDINANCES AND RESOLUTIONS THAT APPEAR ON THE PUBLIC AGENDA SHALL BE READ BY TITLE ONLY AND FURTHER READING WAIVED

The City Council/Agency Board/Authority Board waived reading of Ordinances and Resolutions.

9B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated June 4, 2021 – July 1, 2021, in the amount of \$1,141,209.95.

9C. APPROVAL OF MINUTES

The City Council/Agency/Authority Board approved Minutes of City Council/Successor Agency/Housing Authority Special Joint Meeting, City Council/Planning Commission Special Joint Study Session Meeting, and City Council/Successor Agency/Housing Authority Special Joint Regular Meeting – June 22, 2021.

DRAFT

9D. MAY 2021 INVESTMENT REPORT

The Investment Report as of May 31, 2021, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of May 2021.

9E. MAY 2021 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of May 31, 2021, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The Successor Agency finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of May 2021.

9F. MAY 2021 GENERAL FUND REVENUE AND EXPENDITURE REPORT AND STATUS OF CAPITAL IMPROVEMENT PROGRAM

The Revenue and Expenditure Report for the month ended May 31, 2021, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, staff has provided a status of the City's Capital Improvement Projects (CIP) as of May 31, 2021.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the General Fund and Housing Authority Fund's May 2021 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended May 31, 2021.

END OF CONSENT CALENDAR

DRAFT

10. PUBLIC HEARINGS None.

11. UNFINISHED BUSINESS None.

12. NEW BUSINESS

12A. FORMATION OF AN AD-HOC AUDIT COMMITTEE AND DESIGNATE CITY COUNCIL REPRESENTATIVES TO MEET WITH CITY'S INDEPENDENT AUDIT FIRM

As part of the planning phase of the City's annual financial statement audit for the fiscal year ended June 30, 2021, a representative from the City's audit firm, CliftonLarsonAllen, LLP (CLA) would like to meet with representatives of the City Council. Staff recommends the City Council form an ad-hoc audit committee consisting of two City Councilmembers to meet with the City's auditors.

Staff report by Ms. Michelle Bannigan, Finance Director.

Motion/Second: Van/Warren

ROLL CALL VOTE:	Council Member Ramirez	AYE
	Council Member Van	AYE
	Council Member Warren	AYE
	Mayor Pro Tem Taylor	AYE
	Mayor Shawver	AYE

Motion unanimously carried:

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Designated Mayor Pro Tem Gary Taylor and Council Member Rigoberto A. Ramirez as the representatives to meet with the City's auditors to complete required communications for the City's annual financial statement audit.

13. ORAL COMMUNICATIONS – PUBLIC

Mr. Speaker stated that he along with other members of the homeless population are victims of harassment, taunting, and removal of their personal property by the City's Public Safety Services/Orange County Sheriff's Department. Mr. Speaker further reported on his struggle with mental illness and spoke on the reality of mental health conditions within the homeless population.

DRAFT

14. WRITTEN COMMUNICATIONS None.

15. MAYOR/CHAIRMAN/COUNCIL/AGENCY/AUTHORITY INITIATED BUSINESS

15A. COMMITTEE REPORTS/COUNCIL/AGENCY/AUTHORITY ANNOUNCEMENTS

Ms. Zenia Bobadilla, Community Services Director reported on the following items:

- Mayor Shawver's charitable donations for the City's community throughout the COVID-19 pandemic.
- Stanton's Volunteer Recognition Luncheon, which was held on June 30, 2021 at Stanton Central Park.
- Stanton's Movie Nights Under the Stars series, which is scheduled to be held on the 2nd, 3rd, 4th, and 5th Friday of the month in July, 2021.

15B. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE COUNCIL MEETING

Mayor Shawver requested to agendize discussion regarding the following items:

1. Development of policies and creation of ordinances to authorize and allow the City Attorney's office to facilitate more prosecutions of local law, giving the City more control over its prosecution efforts.
2. Discuss and review the provided services of the Orange County Sheriff's Department to the City such as service levels, homeless services, ticketing, and enforcement.
3. Regulations pertaining to Accessory Dwelling Units (ADU), Junior Accessory Dwelling Units (JADU), garage conversions, Stanton Housing Element, and Stanton Zoning Code.

15C. COUNCIL/AGENCY/AUTHORITY INITIATED ITEMS FOR A FUTURE STUDY SESSION

None.

16. ITEMS FROM CITY ATTORNEY/AGENCY COUNSEL/AUTHORITY COUNSEL

None.

17. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

Mr. Jarad L. Hildenbrand, City Manager, reported on the following items:

- Receipt of the City's American Rescue Plan Act (ARPA) funding.
- Congressman Alan Lowenthal selected to earmark the City's Orangewood Parkette Project to move forward with in FY 2022.

DRAFT

17A. ORANGE COUNTY FIRE AUTHORITY

At this time the Orange County Fire Authority will provide the City Council with an update on their current operations.

- Battalion Chief Chad Gremmel provided the City Council with an update on their current operations.

The members of the Stanton City Council / Successor Agency / Housing Authority of the City of Stanton proceeded into closed session at 6:55 p.m.

The City Council / Successor Agency / Housing Authority reconvened in open session at 8:12 p.m.

The City Attorney / Agency Counsel reported that the Stanton City Council / Successor Agency / Housing Authority met in closed session from 6:55 to 8:12 p.m.

The City Attorney / Agency Counsel reported that there was no reportable action.

- 18. ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 8:13 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 27, 2021

SUBJECT: AUTHORIZATION FOR MAYOR DAVID J. SHAWVER AND COUNCIL MEMBER HONG ALYCE VAN TO ATTEND THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE IN SACRAMENTO

REPORT IN BRIEF:

The League of California Cities Annual Conference and Expo is scheduled for September 22 – 24, 2021 in Sacramento. The League's Annual Business Meeting is scheduled to be held on September 24, 2021. In order to vote at the Annual Conference / Annual Business Meeting, City Council must designate a voting delegate and/or voting delegate alternate. Additionally, pursuant to the City of Stanton Travel and Reimbursement policy, a Council Member must receive City Council approval prior to a trip, if the trip will exceed \$500.00.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorize Mayor David J. Shawver and Council Member Hong Alyce Van to attend the League of California Cities Annual Conference, scheduled for September 22 – 24, 2021 in Sacramento; and
3. Designate Mayor David J. Shawver as the voting delegate and Council Member Hong Alyce Van as the voting delegate – alternate to serve as the City's representatives at the 2021 League of California Cities Annual Conference and Expo in Sacramento.

FISCAL IMPACT:

Costs associated with the registration and travel of the designated voting delegates and for attendance at the conference is available from the City Council's Travel/Conference/Meeting Expense account number 101-1100-607110.

ENVIRONMENTAL IMPACT:

This item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

PUBLIC NOTIFICATION:

Through the normal agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Objective 6: Maintain and Promote a Responsive, High Quality and Transparent Government

Prepared by:

/s/ Patricia A. Vazquez

Patricia A. Vazquez, City Clerk

Concurred by:

/s/ Michelle Bannigan

Michelle Bannigan, Finance Director

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand, City Manager

Attachment A:

- Annual Conference Announcement



JUN 28 2021

Council Action Advised by August 31, 2021

CITY CLERK'S OFFICE

June 16, 2021

TO: City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 22-24, 2021

Cal Cities 2021 Annual Conference & Expo is scheduled for September 22-24, 2021 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 24. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Wednesday, September 15. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note: Our number one priority will continue to be the health and safety of participants. We are working closely with the Sacramento Convention Center to ensure that important protocols and cleaning procedures continue, and if necessary, are strengthened. Attendees can anticipate updates as the conference approaches.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open mid-June at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.
- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but

only between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 22, 8:00 a.m. – 6:00 p.m.; Thursday, September 23, 7:00 a.m. – 4:00 p.m.; and Friday, September 24, 7:30 a.m.– 11:30 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 15. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 27, 2021

**SUBJECT: LEASE AGREEMENT WITH FERNWOOD MOBILE HOME PARK, LP
FOR ADDITIONAL PARKING FOR STANTON CENTRAL PARK AND
APPROPRIATION OF FUNDS**

REPORT IN BRIEF:

The City has held an agreement for additional parking to accommodate visitors to Stanton Central Park with Fernwood Mobile Home Park since 2016. The agreement was put on hold during recent closures due to the pandemic. As activities have resumed, the need for additional parking has also increased. Stanton Central Park was designed to have 125 parking stalls. The agreement to lease approximately one acre of adjacent land will provide an additional 85 parking stalls. An appropriation from the General Fund's available fund balance is requested as the cost of this lease is not included in the City's Fiscal Year 2021-22 Adopted Budget.

RECOMMENDED ACTIONS:

1. City Council declare that in accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15061(b)(3); and
2. Authorize the City Manager to execute the attached agreement for the leasing of property owned by the Fernwood Mobile Home Park, LP for parking for Stanton Central Park; and
3. Appropriate \$30,900 from the General Fund's available fund balance.

BACKGROUND:

The City of Stanton opened Stanton Central Park with 125 parking stalls on-site. It has been staff's observation that this amount of stalls is generally adequate on weekdays and often full on weekends and during special events. Staff had previously secured an agreement with Fernwood Mobile Home Park, LP for the use of the subject area and it was often filled and functioned well.

ANALYSIS/JUSTIFICATION:

There is a one-acre strip of land adjacent to Stanton Central Park that is partially paved and not utilized except for emergency access to the Fernwood Mobile Home Park. The land is approximately 45 feet wide and 880 feet long and is fenced on all sides with gates at the west and east ends. Staff estimates 85 parking stalls can be accommodated on this parcel while still retaining 20 feet for emergency vehicle access.

The attached agreement is for one year at a monthly cost of \$2,575.

FISCAL IMPACT:

The cost for the lease in the amount of \$30,900 is not included in the City's Fiscal Year 2021-22 Adopted Budget. Therefore, an appropriation is needed from the General Fund's available fund balance.

ENVIRONMENTAL IMPACT:

The project is exempt per Section 15061(b)(3) – The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

LEGAL REVIEW:

The City Attorney's office has created the attached agreement.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 – Provide a high quality infrastructure

Prepared by:

/s/ Zenia Bobadilla

Zenia Bobadilla
Community Services Director

Reviewed by:

/s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

ATTACHMENT:

A. Lease Agreement

**LEASE AGREEMENT BY AND BETWEEN THE
CITY OF STANTON AND
FERNWOOD WESTERN LLC**

THIS LEASE AGREEMENT (“Lease”) is made and entered into as of July 30, 2021 (“Effective Date”) by and between Fernwood Mobile Home Park (“Lessor”) having its offices located at 4040 MacArthur Blvd., Suite 300, Newport Beach, CA 92660, and the City of Stanton (“Lessee”). Lessor and Lessee are at times collectively referred to hereinafter as the “Parties” or individually as a “Party.”

RECITALS

A. Lessor owns certain real property located at 10550 Western Avenue, Stanton CA 90680 in Orange County, California, for use as a mobile home park and for the use of its residents (“Park”); and

B. Lessee wishes to use a portion of the Park as an area for parking for the patrons of Stanton Central Park (“Project”).

C. Lessee and the former owner of the Park were parties to that certain Lease Agreement entered into as of April 1, 2019, pursuant to which Lessee leased from the former park owner a portion of the Park for the Project (the “Prior Lease”). The Prior Lease expired in or about July 2020 and is no longer effective.

D. The Parties now wish to adopt the terms and conditions of the Lease as of the Effective Date as amended hereby, as further provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties hereby agree as follows:

1. Premises. Subject to the terms and conditions set forth in this Lease, Lessor grants to Lessee and its agents, employees, contractors, and invitees who are directly related to or are a patron of the Project (collectively “Lessee”), the right to enter and use that portion of the Park which is generally described as an approximately 42,300 square feet of fenced and gated vacant land shown in Exhibit “A” as a parking lot for all uses related to the parking of patrons of the Project (“Premises”).

2. Use. Lessee’s use of the Premises, as described above, shall occur during such time only during the times in which Stanton Central Park is open, unless the Parties agree otherwise, and the use shall not unreasonably disturb the residents of the Park. Lessee shall maintain the Premises in a clean and safe condition, free of debris. Lessee understands and agrees that the Premises are a shared area with the Park and for use—emergency or otherwise—with the Park and its residents. An emergency access path of travel for the Park and its residents shall be maintained at all times.

3. Term. The term of this Lease shall commence on the Effective Date and shall be for a period of one (1) month. The Lease shall be automatically renewed from month-to-month unless either Party gives to the other Party thirty (30) days' written notice of intent to terminate the Lease Agreement on a monthly renewal date at least thirty (30) days in the future. At the conclusion of the Term, the Premises shall be returned to substantially the same condition as at the Effective Date. The entire period of Lessee's occupancy shall be referred to herein as the "Term."

4. Rent. The rent shall be Two Thousand Five Hundred and Seventy Five Dollars (\$2,575.00) monthly and prorated for any partial month. Any period for which the Lessee remains in possession beyond the Term without any written agreement between the Parties to extend shall not be allowed and if it does occur, it shall be considered as a hold over and will be charged at \$250.00 per day ("Hold Over Rent") for any additional day beyond the last day of the Term.

5. Access. Lessor shall provide to Lessee reasonable access to the Premises, and access through the Premises shall be maintained at all times for access for emergency and other vehicles serving the Lessor and the Park.

6. Security of Premises. All security for the Premises shall be provided by Lessee, or Lessee's contractors, and any costs associated therewith shall be borne solely by Lessee, or Lessee's contractors. Lessee or its contractors shall safely guard the Premises and all materials, equipment and other property located thereon from loss, theft, damage and vandalism and shall prevent unauthorized entry onto the Premises. Neither the Lessor nor the Park shall bear any responsibility whatsoever for any loss, damage, injury or any other liability whatsoever which may be incurred by the Lessee or is a result of Lessee's use.

7. Assignment and Subletting. Lessee may not assign, sublet or otherwise transfer all or any part of its interest in this Lease or in the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

8. Indemnification. Lessee shall defend, indemnify and hold Lessor its directors, officials, officers, employees, consultants, agents and volunteers free and harmless from claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Lessee, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with Lessee's use of the Premises and Lessee's offer of the use of the Premises to the general public for public park parking purposes, including without limitation the payment of attorneys' fees and other related costs and expenses and Lessee shall defend, at Lessee's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings that may be brought or instituted against Lessor related thereto. Lessee shall pay and satisfy any judgment, award or decree that may be rendered against Lessor or its directors, officials, officers, employees, consultants, agents and volunteers, in any such suit, action or other legal proceeding. Lessee shall reimburse Lessor and its directors, officials, officers, employees, consultants, agents and/or volunteers, for legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Lessor shall defend, indemnify and hold Lessee, its directors, officials, officers, employees, consultants, agents and volunteers free and harmless from claims, demands, causes of action, costs,

expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of Lessor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the Lessor's use of the Premises, including without limitation the payment of attorneys' fees and other related costs and expenses, and Lessor shall defend, at Lessor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings that may be brought or instituted against Lessee related thereto. Lessor shall pay and satisfy any judgment, award or decree that may be rendered against Lessee or its directors, officials, officers, employees, consultants, agents and volunteers, in any such suit, action or other legal proceeding. Lessor shall reimburse Lessee and its directors, officials, officers, employees, consultants, agents and/or volunteers, for legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

9. Notices. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Lessor:

Fernwood Western LLC
4040 MacArthur Blvd., Suite 300
Newport Beach, CA 92660
Attention: John Saunders

Lessee:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attention: Jarad Hildenbrand

or such other addresses as either Party may hereinafter designate by notice to the other. Notices are deemed delivered or given and become effective upon mailing if mailed as aforesaid and upon actual receipt if otherwise delivered.

10. Attorneys' Fees. In the event of legal action by either party is brought to enforce any term hereof or in the recovery of damages for any breach hereof, or to determine any rights of the parties under this Lease, the prevailing party in such actions may recover reasonable attorneys' fees to be fixed by the court.

11. Miscellaneous.

a. This Lease constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth in this Lease. Any amendments to this Lease must be in writing and executed by both parties.

b. If any provision of this Lease is invalid or unenforceable with respect to any party, the remainder of this Lessee or the application of such provision to persons other than those

as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

c. This Lease may not be amended or modified except by a writing signed by the Parties hereto.

d. This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

e. This Lease shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Lease, the action shall be brought in a state or federal court situated in the County of Orange, State of California.

f. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Lease, such party shall not unreasonably delay or withhold its approval or consent.

g. All Exhibits attached hereto form material parts of this Lease and are incorporated herein by reference.

h. This Lease may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have each executed this Lease, effective as of the date first above written.

Fernwood Western LLC	City of Stanton
By: _____ John Saunders Manager	By: _____ Jarad Hildenbrand City Manager
Date:	Date:

EXHIBIT "A"



CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 27, 2021

SUBJECT: PUBLIC HEARING TO CONSIDER DEVELOPMENT AGREEMENT DA 20-05, PLANNED DEVELOPMENT PERMIT PDP 20-06, TENTATIVE TRACT MAP NO. 19145 AND SITE PLAN AND DESIGN REVIEW SPDR-810 FOR A NEW 36-UNIT, SINGLE FAMILY, CONDOMINIUM PROJECT LOCATED AT 7401, 7421, AND 7455 KATELLA AVENUE AND 10941 AND 10921 WESTERN AVENUE IN THE HIGH DENSITY RESIDENTIAL (RH), GENERAL MIXED-USE (GLMX) OVERLAY ZONE

REPORT IN BRIEF:

A public hearing to consider a new 36-unit, single family, condominium project and associated improvements located at 7401, 7421 and 7455 Katella Avenue and 10941 and 10921 Western Avenue. Applications include Development Agreement DA 20-05, Planned Development Permit PDP 20-06, Tentative Tract Map No. 19145 and Site Plan and Design Review SPDR-810.

RECOMMENDED ACTION:

1. City Council hereby determine that the Project is Categorically Exempt from CEQA under the Class 32 exemption for infill development set forth in State CEQA Guidelines section 15332. This determination is supported by substantial evidence, including (1) a 258-page CEQA Class 32 Categorical Exemption Support Letter ("Support Letter") prepared by LSA, an environmental consultant; (2) an independent review of the Support Letter by the City of Stanton Planning Division; (3) an Initial Study; and (4) the entirety of the record of proceedings relating to the Project; and
2. Conduct the public hearing; and
3. Introduce Ordinance No. 1110, entitled:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND KB HOME COASTAL, INC. FOR CERTAIN REAL PROPERTY LOCATED AT 7401, 7421, AND 7455 KATELLA AVENUE AND 10941 AND 10921 WESTERN AVENUE WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ. AND MAKING CEQA FINDINGS IN CONNECTION THEREWITH"; and

4. Adopt Resolution No. 2021-29 approving Site Plan and Design Review SPDR-810, Planned Development Permit PDP 20-06 and Tentative Tract Map No. 19145 to construct a new 36-unit, detached, condominium development and associated improvements, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING SITE PLAN AND DESIGN REVIEW (SPDR)-810, PLANNED DEVELOPMENT PERMIT (PDP) 20-06 AND TENTATIVE TRACT MAP NO. 19145 FOR A NEW 36-UNIT, DETACHED CONDOMINIUM DEVELOPMENT FOR THE PROPERTIES LOCATED AT 7401, 7421, AND 7455 KATELLA AVENUE AND 10941 AND 10921 WESTERN AVENUE LOCATED IN THE HIGH DENSITY RESIDENTIAL (RH) AND GENERAL MIXED-USE (GLMX) OVERLAY ZONE AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT UNDER THE CLASS 32 EXEMPTION”; and

5. Set Ordinance No. 1110 for second reading and adoption at the August 24, 2021 regularly scheduled City Council meeting.

BACKGROUND:

The applicant, Kurt Bausback representing KB Home Coastal Inc, is proposing to develop six parcels of land located north of Katella Avenue and west of Western Avenue, commonly known as 7401, 7421, and 7455 Katella Avenue and 10941 and 10921 Western Avenue.



Figure 1. Aerial Map

On June 16, 2021, the Planning Commission held a public hearing and received comments from the public, some of whom expressed concerns regarding the adjustments requested by the Planned Development Permit application. The Planning Commission recommended approval with the following modifications to the project to address:

- a concern related to the amount of onsite parking provided, a 25 percent reduction in number of 4-bedroom units to be replaced by 3-bedroom units;
- concerns with ingress and egress issues for Katella Avenue the driveway would be reviewed for potential modifications resulting in an entrance only solution; and
- concerns with limited design and elevation interest, architectural improvements would be added to the Katella and Western frontages.

The 2.55-acre site currently has two, single family homes, accessory structures and a water well on the properties. The applicant plans to remove all existing structures and under the review and approval of the Orange County Public Works/Health Care Department properly secure and abandon the well to allow for the proposed development.

The project is located in the High Density Residential (RH) zone with a General Mixed-Use (GLMX) Overlay. Surrounding zoning and land uses are as follows:

Direction	Zoning	Existing Land Use
North	High Density Residential (RH)	Western Meadows Condominiums - 26 Units
South	Commercial Neighborhood (CN) and General Mixed-Use Overlay (GLMX)	Motel 6 and Jack in the Box fast food
East	Commercial Neighborhood (CN) and High Density Residential (RH)	G&M Gas Station and Briarwood Square Apartments- 154 units
West	Medium Density Residential (RM)	11 Condominium Units

The project offers a total of 36, for-sale, detached single-family homes. The project originally proposed 18 three-bedroom units and 18 four-bedroom units. During the Planning Commission review, concern related to insufficient parking provided on-site led the Commission to recommend the project reduced the number of four-bedroom units by a minimum of 25%. This would increase the project's three-bedroom floor plan offering a third parking space tandem within the garage.

The project has been revised to include 23, 1,754 square foot units, with a three-bedroom floor plan, attached 2-car garage with one additional enclosed tandem space on the ground floor, living space on the second level and bedrooms on the top level. The remaining 13, 1,924 square foot units offer a four-bedroom floor plan with a 2-car garage on the ground floor living space on the second level and bedrooms on the top

level. On site amenities include a tot lot, BBQ area with benches and picnic tables and dog park area.

The property has access by two driveways, one on Katella Avenue and one on Western Avenue. The driveway on Western Avenue will be restricted to right in and right out only. The left turn pocket on Western will be extended an additional 75 feet to accommodate the additional anticipated turning movements from the project. The driveway on Katella was proposed to be right in and right out as well. The Planning Commission raised concern about the challenges of the speed of traveling vehicles, potential conflicts attempting to exit the property and go in directions other than west and other safety concerns. The Commission recommended the driveway be reviewed and analyzed for potential elimination, redesign, relocation or other solution to address the concern. After reviewing alternatives, the City Engineer determined the best solution would be to restrict this driveway to allow for entrance only. Design features and signing will ensure this is implemented on site.

ANALYSIS/JUSTIFICATION

TENTATIVE TRACT MAP - The applicant is requesting approval of Tentative Tract Map No. 19145 to consolidate six existing small lots into one, single-lot subdivided for condominium purposes to allow for the construction of 36, detached condominium units for individual ownership. The proposed Tentative Tract Map has been reviewed by the City Engineer and is technically correct and conforms to the requirements of the State Subdivision Map Act and the City's Subdivision Ordinance. Conditions have been added to dedicate public right-of-way on Katella and Western Avenue, replace the sidewalk fronting the properties and repave the street to the centerline on both Katella and Western Avenue.

DEVELOPMENT AGREEMENT - The City Council authorized staff to enter into negotiations for a Development Agreement for this project. The Development Agreement would vest the project in accordance with existing land use laws, regulations, and ordinances. In other words, if the land use laws, regulations, and ordinances change during the life of the Development Agreement, the project would proceed in accordance with this Agreement. In exchange, the developer has agreed to provide substantial improvements to the neighborhood by consolidating smaller, underutilized lots, building a high-quality residential community, and improving the public experience and visual corridors of Katella and Western Avenue. Additionally, financial contributions will include a Public Benefit Fee, Neighborhood Preservation Fee and City Beautification and Enhancement Fee.

SITE PLAN AND DEVELOPMENT REVIEW- The project meets the required front and side yard setbacks, lot coverage, impervious surface coverage, private open space requirements and provides all required guest parking on site. The project complies with the density for the zone proposing 14 units to the acre well under the allowed 18 units to the acre and meets the height limitations with the tallest point of buildings on site at 35 feet in height well below the allowed height of 40 feet.

The project as proposed does not meet the following development standards:

- Rear Yard Setback;
- Separation between structures;
- Common Open Space and Landscape area;
- Separation between driveways; and
- Off-street Parking.

The Zoning Code provides a process, the Planned Development Permit intended to:

- Ensure efficient use of land and better living environment: apply modern site planning techniques resulting in a more efficient use of land for superb site planning and excellent design that would not be achievable within the strict application of the development standards;
- Ensure high standards of environmental quality, public health and safety and efficient use of the City's resources; and
- Provide for amenities including landscaping, open space, "green" project standards, public art, improvements to existing public facilities over and above what is typically required by the Zoning Code.

The City Council may grant adjustment or modification to the standard development requirements where necessary and appropriate in order to achieve a comprehensive development of superior quality and excellent design.

Requested Modified Standards:

- Rear Yard Setback: The standard setback for a 3-story structure in this zone is 25 feet. Given the project's unique site design, guest parking is located along the rear property line with the exception of 2 units. Units 1 and 36, are closest to the western property line and are designed to have side yards adjacent to the rear property line of the adjacent development. The side yard setback is proposed at 10-feet. The site's design and subdivision pattern provide for complimentary and consistent design and layout to the adjacent residential community. The buildings face Katella Avenue rather than turn the back of design to this important corridor. The reduction in the setback improves the overall project design, is consistent with the intent and purpose of the General Plan and Zoning for the property. In addition, the adjacent residential development is designed to have the drive aisle and garages adjacent to this property line ensuring further separation of the livable and outdoor spaces. Staff has added Condition 9 requiring all second and third-story windows facing the west and north property lines be frosted, textured or installed above six feet in height to obscure views onto adjacent properties.

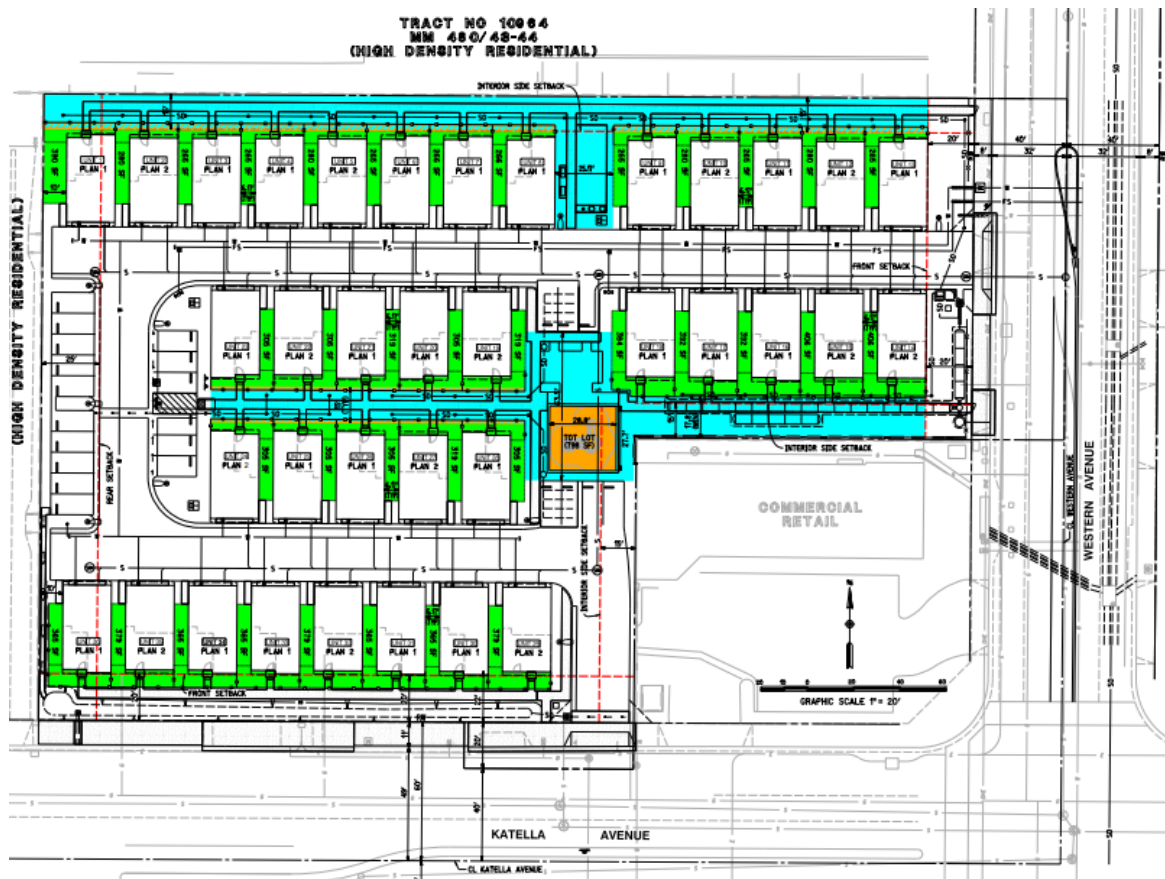


Figure 2. Site Plan

- Separation Between Structures: The Code requires a 30-foot separation between three-story structures within a multi-family development. The standard applies to both detached and attached structures and provides no consideration for a single family, detached unit which would be less mass and linear area than a multi-family apartment building. The intention of the Code was not for safety or other concerns but instead to provide for the appropriate visual and physical break between large, tall buildings.

The proposed single-family residential neighborhood includes detached, independent housing units. The site is designed similar to other single-family communities with a 6-foot separation between homes. The site design allows for on-site guest parking, common open space and amenities and maintains a subdivision pattern consistent with the intent and purpose of the General Plan and other residential neighborhoods in the City.

- Common Open Space and Landscape Area: As found with the other multi-family development standards, the Zoning Code does not differentiate between an apartment, condominium or townhome development. As such, the standard common open space requirement is intended to ensure useable open space and outdoor areas are provided adding value to the quality of life of the development. The standard requirement includes 1, common amenity and 30% of the site for common open space. In the case of apartment living, this would allow for appropriate communal amenities and outdoor activity not provided in private units.

The project offers 14,474 square feet and provides 3, usable amenities including: a tot lot; BBQ area with picnic tables and benches; and a dog park. The variety of on-site amenities ensures the open space provided is usable and meets the anticipated needs of the residents in the development. The project also provides more than the required private open space, a minimum 250 square feet per unit, offering 265 to 352 square feet per unit. Private open space is a valuable amenity for single-family development and provides the residents private spaces to compliment the usable common spaces on-site. The Commission discussed the benefits of removing the common open space to provide for additional private yard space but determined the gain would not be significant enough and the variety of open space options was a benefit overall.

PROJECT OPEN SPACE AREA

SCALE: 1/2" = 1'-0"

The site plan illustrates the layout of the Project Open Space Area. It features several residential units (UNIT 1, UNIT 2, UNIT 3, UNIT 10, UNIT 12, UNIT 21) arranged around a central courtyard. The courtyard is landscaped with various trees, shrubs, and a central water feature. A red area in the courtyard is labeled 'COURT YARD'. The plan also shows a 'TRANSFORMER PER UTILITY PLAN' and a 'PROPOSED TRANSFORMER SCREEN'.

PROPOSED PLANT SPECIES

BACCHARIS ANGUSTIFOLIA COTYLEDONUM	GLEDITSIA PUMILA COTYLEDONUM	MEDICAGO SATIVA ALFALFA	PTEROCARYA FRAXINIFOLIA CHINESE PTEROCARYA	PLATANUS OCCIDENTALIS AMERICAN PLATANUS	JACARANDA MIOSIFOLIA JACARANDA	GLEDITSIA PUMILA COTYLEDONUM	BACCHARIS ANGUSTIFOLIA COTYLEDONUM
CORDIA ALLIODORA COTYLEDONUM	ROSA LAEVIGATA ROSA	THEOBROMA CACAO COCOA	BANKSIA LAEVIGATA BANKSIA	PALMS 'BOURBON' PALMS	AEGLE MARMELLOS CHINESE PTEROCARYA	PTEROCARYA FRAXINIFOLIA CHINESE PTEROCARYA	PTEROCARYA FRAXINIFOLIA CHINESE PTEROCARYA
ROSA LAEVIGATA ROSA	PTEROCARYA FRAXINIFOLIA CHINESE PTEROCARYA	CORDIA ALLIODORA COTYLEDONUM	PTEROCARYA FRAXINIFOLIA CHINESE PTEROCARYA	PTEROCARYA FRAXINIFOLIA CHINESE PTEROCARYA	PTEROCARYA FRAXINIFOLIA CHINESE PTEROCARYA	PTEROCARYA FRAXINIFOLIA CHINESE PTEROCARYA	PTEROCARYA FRAXINIFOLIA CHINESE PTEROCARYA
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The diagram shows a cross-section of the proposed transformer screen. It is a rectangular structure with a height of 24 feet and a width of 6 feet. The screen is made of a material that is 1/2 inch thick and 6 feet wide. The screen is supported by a base that is 6 feet wide and 6 feet high. The screen is made of a material that is 1/2 inch thick and 6 feet wide. The screen is supported by a base that is 6 feet wide and 6 feet high. The screen is made of a material that is 1/2 inch thick and 6 feet wide. The screen is supported by a base that is 6 feet wide and 6 feet high.

PROPOSED TRANSFORMER SCREEN

The diagram shows a cross-section of the proposed courtyard fence. It is a rectangular structure with a height of 24 feet and a width of 6 feet. The fence is made of a material that is 1/2 inch thick and 6 feet wide. The fence is supported by a base that is 6 feet wide and 6 feet high. The fence is made of a material that is 1/2 inch thick and 6 feet wide. The fence is supported by a base that is 6 feet wide and 6 feet high. The fence is made of a material that is 1/2 inch thick and 6 feet wide. The fence is supported by a base that is 6 feet wide and 6 feet high.

PROPOSED COURTYARD FENCE

Figure 3. Proposed Landscaping

- Distance between Driveways: The proposed driveway on Katella Avenue is 16 feet, 7 inches from the existing driveway of the commercial lot on the northwest corner of Katella Avenue and Western Avenue. A 22-foot distance is required between driveways on the same and/or adjacent lot. The City's Engineer has reviewed the plans for circulation and has determined that the proposed separation is sufficient and is not anticipated to cause vehicular conflicts. Following the review by the Planning Commission additional concerns were addressed by restricting this driveway to entrance only. Staff also has included Condition 12(l) requiring the HOA to work with the City to resolve any conflicts that may arise in the future.
- Off-Street Parking and Tandem Parking: The Zoning Code addresses parking based on development type. For context, the table below outlines how parking is applied across various uses found in subdivisions in the RH zone.

Use	Required Parking	As applied to this project
Single Family Dwelling (3 and 4 bedrooms)	4 spaces (2 enclosed)	144
Single Family Dwelling (clusters/condominiums)	4 spaces + 1 guest space for every 3 units	156
Multi-family Development		
(3 bedrooms)	3.5 spaces + 1 guest space for every 3 units	69
(4 bedrooms)	4 spaces +1 guest space for every 3 units	78
Total		147

The Parking Section of the Code defines this project as a Single-Family Dwelling – Condominiums. As shown in the table above, this use requires parking based on number of bedrooms provided 3.5 and 4 parking spaces for 3- and 4-bedroom units respectively, as well as 1 guest space for every 3 units, resulting in a total requirement of 147 spaces.

The project proposes each unit to have an attached, two-car garage providing 72 spaces. Additionally, the garage design for the 3-bedroom units, includes a tandem parking space with interior dimensions of 10 feet by 17 feet. The Planning Commission raised significant concerns regarding parking for the project specifically that solutions for future parking issues would be challenging given there is no ability to provide on-site, street parking and would have to look for off-site solutions which may not be feasible. The Commission called for a minimum 25% reduction in the number of 4-bedroom units. This recommendation was intended to decrease the larger unit model offered, potentially reducing the need to accommodate additional cars for these larger units and increasing the number of 3-bedroom units provide the tandem, third parking space. The result adds 5 more 3-bedroom units increasing enclosed garage parking to 95 spaces and 23 uncovered guest parking space for 118 total spaces on site.

The applicant prepared a parking study to compare the proposed parking to the requirements of the Code. The analysis included typical standards provided in nearby cities and standard industry practices. Neighboring cities of Cypress, Fullerton, Orange, and Westminster were found to have parking ratios ranging between 2.5 and 3 spaces per unit or 72 to 108 spaces required for a similar project. *The Institute of Transportation Engineers (ITE) Parking Generation Manual (5th Edition, 2019)* standard parking models states multifamily housing (Mid-Rise) dwelling units have a weekday average peak period parking demand of 1.31 spaces per dwelling unit. The study concludes the spaces provided are within the range of peak parking demand expected for a 36-dwelling unit multifamily project.

Staff has added Condition 12(k) to require the applicant to submit a Parking Management Plan (PMP) demonstrating how parking will be managed on site, disclose parking limitations for each unit, provide for the use and restrictions of the guest parking spaces and to modify PMP at any point issues arise related to parking.

Architecture

The Planning Commission reviewed the project related to the findings of the PDP and SPDR and determined the elevations proposed did not represent superior design, materials, and features meeting the expectations of this request. The Commission recommended the Applicant work with staff to provide architectural enhancements for the proposed especially related to the Katella and Western frontages. The applicant has submitted revised elevations for Katella Avenue and Western Avenue incorporating metal awnings and changes in color and materials to add further depth and articulation to the facades. Figure 4 and 5 below show a side by side comparison of the previous elevations proposed and the new elevations. Staff is recommending the color pallet remain consistent with the color samples provided for the project and the new orange and green accents not be included. However, the addition of improved landscaping, additional trees, and enhanced materials be included.

Figure 4: Katella Avenue



Figure 5: Western Avenue



In conclusion, the project meets the purpose of the Planned Development Permit and the Site Plan and Development Review. The utilization of modern site planning provides additional housing opportunities and consolidates underutilized lots improving the character and condition of this important corridor. The project offers increased private space and common on-site amenities, improved street frontage, quality landscaping, decorative paving and will result in an aesthetically pleasing development compatible with the neighborhood. The development utilizes high quality architectural designs and materials and incorporates various architectural treatments on the elevations of the building creating interest and massing relief.

FISCAL IMPACT:

Project review is paid for through Development deposit and associated fees, there is no fiscal impact anticipated related to project review. The Development Agreement includes \$1,043,992 paid to the City consisting of \$10,000 per unit for Public Benefit Fee (City Facilities Fee), \$1,500 per unit for Neighborhood Preservation, \$12,222 per unit for Development Impact Fee and \$190,000 for City Beautification/Enhancements Fee.

ENVIRONMENTAL IMPACT:

The proposed project is Categorically Exempt from the requirements to prepare additional environmental documentation per California Environmental Quality Act (CEQA) Guidelines, Section 15332, Class 32 (In-fill Development). Class 32, projects characterized as infill development meeting the conditions described in Section 15332. These conditions include that the proposed project is (a) consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations, (b) occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses, (c) the project site has no value as habitat for endangered, rare or threatened species, (d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality, and (e) the site can be adequately served by all required utilities and public services.

The CEQA Class 32 letter, Attachment E, provides evidence the proposed project meets these conditions. Pursuant to Section 15300.02 (c) and Section 15332 of Title 14 of the California Code of Regulations, there are no unusual circumstances in respect to the proposed project for which staff would anticipate a significant effect on the environment and, therefore, the proposed project is categorically exempt from the provisions of CEQA.

PUBLIC NOTIFICATION:

Notice of Public Hearing was mailed to all property owners within a five-hundred-foot radius of the subject property and made public through the agenda-posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

2 – Promote a Strong Local Economy

5 – Provide a High Quality of Life

Prepared by:

/s/ Estefany Franco

Estefany Franco
Associate Planner

Reviewed by:

/s/ Jennifer A. Lilley

Jennifer A. Lilley, AICP
Community and Economic
Development Director

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

ATTACHMENTS:

- A. CC Ordinance No. 1110 (Development Agreement DA 20-05)
- B. CC Resolution No. 2021-29 (Site Plan and Design Review SPDR-810, Planned Development Permit PDP 20-06 and Tentative Tract Map No. 19145)
- C. Vicinity Map
- D. Project Plans
- E. CEQA Class 32 Letter

ORDINANCE NO. 1110

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND KB HOME COASTAL, INC. FOR CERTAIN REAL PROPERTY LOCATED AT 7401, 7421, AND 7455 KATELLA AVENUE AND 10941 AND 10921 WESTERN AVENUE WITHIN THE CITY OF STANTON PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65864 ET SEQ. AND MAKING CEQA FINDINGS IN CONNECTION THEREWITH

WHEREAS, on November 9, 2020, Kurt Bausback representing KB Home Coastal Inc., A California Corporation (“Applicant”) filed applications for approval of a Site Plan and Design Review (SPDR)-810, Planned Development Permit (PDP) 20-06, Tentative Tract Map No. 19145 and Development Agreement 20-05 (the “Development Agreement”) for the development of a 2.55 acre site (“Project Site”), located at 7401, 7421, and 7455 Katella Avenue and 10941 and 10921 Western Avenue (APNs: 079-371-09, 079-371-12, 079-371-13, 079-371-15, 079-371-26 and 079-371-27) for a new 36-unit, detached, condominium development (“Project”); and

WHEREAS, the City of Stanton (“City”) has found that the Development Agreement strengthens the public planning process, encourages private participation in comprehensive planning by providing a greater degree of certainty in that process, reduces the economic costs of development, allows for the orderly planning of public improvements and services, allocates costs to achieve maximum utilization of public and private resources in the development process, and ensures that appropriate measures to enhance and protect the environment are achieved; and

WHEREAS, pursuant to California Government Code Section 65864 *et seq.*, the City is authorized to enter into Development Agreements providing for the development of land under terms and conditions set forth therein; and

WHEREAS, the Applicant, proposes to develop the Project Site located in the City of Stanton, more particularly described in Exhibit “A” of the Development Agreement, attached hereto, and incorporated herein by this reference (“Property”) for the Project; and

WHEREAS, because of the logistics, magnitude of the expenditure and considerable lead time prerequisite to planning and developing the Project, the Applicant has proposed to enter into a Development Agreement concerning the Project (“Development Agreement”) to provide assurances the Project can proceed without disruption caused by a change in the City's planning policies and requirements except as provided in the Development Agreement, which assurance will thereby reduce the actual or perceived risk of planning for and proceeding with development of the Project; and

WHEREAS, the City desires the timely, efficient, orderly and proper development of the Project in furtherance of the goals of the General Plan; and

WHEREAS, it is the intent of the City and Developer to establish certain conditions and requirements related to review and development of the Project which are or will be the subject of subsequent development applications and land use entitlements for the Project as well as the Development Agreement; and

WHEREAS, the City and Developer have reached mutual agreement and desire to voluntarily enter into the Development Agreement to facilitate development of the Project subject to the conditions and requirements set forth therein; and

WHEREAS, on June 16, 2021, the terms and conditions of the Development Agreement were reviewed by the Planning Commission at a publicly noticed hearing and have been found to be consistent with the General Plan and the Planning Commission adopted a resolution recommending that the City Council approve the Development Agreement; and

WHEREAS, on July 27, 2021, the City Council conducted a duly noticed public hearing and considered evidence concerning the Development Agreement as well as Site Plan and Design Review (SPDR)-810, Planned Development Permit (PDP) 20-06, Tentative Tract Map No. 19145 for the property located at 7401, 7421, and 7455 Katella Avenue and 10941 and 10921 Western Avenue; and

WHEREAS, the City Council has found this Development Agreement is consistent with the City's General Plan; and

WHEREAS, the City Council has determined by entering into the Development Agreement: (i) the City will promote orderly growth and quality development on the Property in accordance with the goals and policies set forth in the General Plan; (ii) significant benefits will be created for City residents and the public generally from increased housing opportunities created by the Project; and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code, § 21000 et seq.) ("CEQA") and the State CEQA Guidelines (California Code of Regulations, title 14, § 15000 et seq.), the City is the lead agency for the proposed Project; and

WHEREAS, on July 27, 2021, the City determined that the Project is categorically exempt from CEQA under the Class 32 exemption for infill development set forth in State CEQA Guidelines section 15332; and

WHEREAS, on July 27, 2021, the City adopted Resolution No. 2021-29 and thereby approved the Project; and

WHEREAS, the terms and conditions of the Development Agreement have undergone review by the Planning Commission at a publicly noticed hearing and have been found to be fair, just, and reasonable, and consistent with the General Plan; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON DOES ORDAIN AS FOLLOWS:

SECTION 1: Recitals. The Planning Commission hereby finds that the fact, findings and conclusions set forth above are true and correct.

SECTION 2: CEQA. On July 27, 2021, the City Council adopted Resolution No. 2021-29, and thereby (1) determined that the Project is categorically exempt from CEQA under the Class 32 exemption for infill development set forth in State CEQA Guidelines section 15332; and (2) approved the Project. Under CEQA, the term “project” refers to the activity that is being approved and that may be subject to several discretionary approvals by governmental agencies; the term “project” does not mean each separate governmental approval. (State CEQA Guidelines, § 15378, subd. (c).) The City Council hereby finds that Development Agreement (DA) 20-05 is a subsequent discretionary approval for the Project, which has already been approved for purposes of CEQA. Accordingly, for the reasons set forth in Resolution No. 2021-29, the City Council hereby determines that the Development Agreement is categorically exempt from CEQA under the Class 32 exemption for infill development set forth in State CEQA Guidelines section 15332.

SECTION 3: City Council Findings. Pursuant to Government Code Section 65867.5(b) and Stanton Municipal Code Section 20.510.050(D), and based on the entire record before the City Council, the City Council hereby makes the following findings:

1. The Development Agreement provides benefit to the City:

The Project contemplated in the Development Agreement includes a Tract Map for the subdivision of land for condominium purposes, consolidation of underutilized lots and development providing new and diverse housing opportunities for the community. The project proposes 36 detached condominium units and common space amenities along with sidewalk and street improvements. Moreover, the Development Agreement requires the Applicant to provide substantial improvements to the site and provide a financial benefit for the improvement of public facilities throughout the City. The development will contribute financially to the Public Benefit Fee, Neighborhood Preservation Fee and City Beautification and Enhancement Fee.

2. The Development Agreement is consistent with the purpose, intent, goals, policies, programs, and land use designations of the General Plan and any applicable Specific Plan, and this Zoning Code:

The Project Site is zoned High Density Residential (RH) with a General Mixed-Use (GLMX) Overlay Zone. Projects in the High Density Residential zone are intended to provide a variety of housing types along arterial highways with a particular emphasis on ownership. The project offers detached, single family townhome style housing along Western and Katella Avenues. Additionally, projects in this

zone should incorporate quality design features, excellent family living environment. The project as proposed offers private and common open space with amenities to provide for a wide variety of lifestyle choices.

The proposed Project meets the following General Plan Goals and Strategies:

- **Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites.** The residentially zoned lots have been underutilized for numerous years. The Project would provide for 36 detached, residential condominium units with open space areas. The Subdivision Map would allow for the units to be sold separately, providing a more stable resident population.
- **Goal CD-1.2: Promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, that is consistent with the desired vision and image of Stanton.** The proposed project would provide extensive landscaping for an enhanced pedestrian atmosphere along Western Avenue and Katella Avenue. In addition, the elevations of the units along Western Avenue and Katella Avenue are designed to provide an enhanced streetscape inclusive of high-quality elevations.
- **Goal ED-2.2: Promote economic revitalization at key locations within the city, specifically the major arterials, Beach Boulevard and Katella Avenue, which carry commuters and other travelers through Stanton. Strategy 2.2.1: Encourage mixed-use development along major corridors, specifically Beach Boulevard and Katella Avenue, as well as at major city intersections and activity nodes.** The residential Project would provide housing for people close to commercial nodes, which will benefit existing and future commercial uses on Katella Avenue, and contribute to the City's economic base.
- **Action RC-2.1.6(b) Encourage development of underutilized and vacant infill site where public services and infrastructure are available.** The Project constitutes infill development; all public facilities and utilities located along Katella Avenue and Western Avenue are readily accessible and available to serve the site.

3. The Development Agreement complies with the requirements of Government Code Sections 65864 through 65869.5:

The Development Agreement provides assurance to the applicant for the development of the Project. The Development Agreement specifies the duration of the agreement, permitted uses of the property, density and intensity of use, and provision of public benefits to the City. The Development Agreement does not go into effect unless and until certain conditions provided therein are satisfied (see Section 1.1.11 [Effective Date of the

Development Agreement]). Once effective, the Development Agreement gives the Applicant a vested right to develop residential development on the Project Site in accordance with existing City regulations, Planned Development Permit PDP 20-06, Tentative Tract Map No. 19145 and Site Plan and Design Review SPDR-810. Unless the term is modified or extended, the Development Agreement expires on the first to occur of: (i) five years after the Development Agreement's "Effective Date" or (ii) three years after the issuance of a grading permit for the Project. In exchange, the Project will provide housing opportunities in Stanton and opportunities for improvements to public facilities throughout the City. Moreover, the Applicant will provide a high-quality development with substantial improvements to the site including amenities for the residents and enhanced public and private improvements throughout the development.

SECTION 4: City Council Approval: The City Council hereby approves and adopts the Development Agreement attached hereto as Exhibit "A", entitled, "Development Agreement between the City of Stanton, a California municipal corporation and KB Home Coastal Inc., A California Corporation."

SECTION 5: Relationship to Other Project Approvals and Effective Date. This Ordinance shall not take effective unless and until Tentative Tract Map No. 19145, Site Plan and Design Review SPDR-810, and Planned Development Permit PDP 20-06 are each approved and become effective. Moreover, the Development Agreement shall become effectively accordance to its terms, as provided therein. If the Development Agreement's "Effective Date," as defined in that Agreement, fails to occur as specified therein, Tentative Tract Map No. 19145, Site Plan and Design Review SPDR-810, and Planned Development Permit PDP 20-06 shall not become effective.

SECTION 6: Custodian and Location of Records. The documents related to this Ordinance are on file and available for public review at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The City Clerk is the custodian of these documents.

SECTION 7: Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 8: Adoption of Ordinance. The City Clerk shall certify the adoption of this Ordinance and cause the same to be posted as required by law. Pursuant to Government Code Section 65868.5, within 10 days following the entering into of the Development Agreement, as evidenced by full execution thereof, the City Clerk shall record with the Orange County Recorder a copy of the Development Agreement.

PASSED, APPROVED, AND ADOPTED this 24th day of August, 2021.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS .
CITY OF STANTON)

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1110 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 27th day of July, 2021 and was duly adopted at a regular meeting of the City Council held on the 24th day of August, 2021, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

Recorded at request of:)
City Clerk)
City of Stanton)
)
When recorded return to:)
City of Stanton)
7800 Katella Ave.)
Stanton, CA 90680)
Attention: City Clerk)
)

Exempt from filing fees pursuant to Government Code §6103

DEVELOPMENT AGREEMENT NO. [____]

A DEVELOPMENT AGREEMENT BETWEEN

CITY OF STANTON

and

**KB HOME COASTAL INC.,
A CALIFORNIA CORPORATION**

DEVELOPMENT AGREEMENT NO. [_____]

This Development Agreement (hereinafter “Agreement”) is entered into as of this__day of July, 2021 (the “Reference Date”) by and between the City of Stanton, California (hereinafter “CITY”), and KB Home Coastal Inc., a California corporation (hereinafter “OWNER”):

RECITALS

WHEREAS, OWNER is in process of acquiring certain real property in the City of Stanton, identified herein as the Housing Authority Parcel, the Paet Parcels, and Wallace Parcels (collectively the “Property”); and

WHEREAS, upon OWNER’S acquisition of the Property, OWNER seeks to construct a standalone residential development thereon comprised of 36 detached residential units (the “Project”); and

WHEREAS, to effectuate the Project, OWNER has requested that CITY enter into a Development Agreement (the “Agreement”); and

WHEREAS, CITY is authorized to enter into binding development agreements with persons having legal or equitable interests in real property for the development of such property, pursuant to Section 65864, et seq. of the Government Code; and

WHEREAS, the effectiveness of this Agreement is contingent upon OWNER acquiring fee simple ownership of the Property (i.e., the Housing Authority Parcel, Paet Parcels, and Wallace Parcels); and

WHEREAS, subject to limited exceptions, this Agreement automatically terminates if OWNER fails to acquire any portion of the Property within one year of the date set forth above (the “Reference Date”); and

WHEREAS, OWNER’S acquisition of the Housing Authority Parcel is governed by that certain First Amended and Restated Disposition and Development Agreement (“Disposition and Development Agreement”), attached hereto as Exhibit “E,” and incorporated herein by reference between OWNER and the Housing Authority of the City of Stanton, a public body, corporate and politic (“Housing Authority”); and

WHEREAS, Section 3.5 of the Disposition and Development Agreement sets forth conditions precedent governing Housing Authority’s obligation to convey the Housing Authority Parcel to OWNER; and

WHEREAS, such conditions precedent include, but are not limited to, Section 3.5.5’s requirement that OWNER enter into a development agreement with the City of Stanton (i.e., “CITY”), regarding development of the Housing Authority Parcel. This Agreement is intended to satisfy Section 3.5.5 of the Disposition and Development Agreement; and

WHEREAS, this Agreement constitutes a current exercise of CITY’S police powers to

provide predictability to OWNER in the development approval process by vesting the permitted uses, density, intensity of use, and timing and phasing of development consistent with the Development Plan in exchange for OWNER'S commitment to provide significant public benefits to CITY as set forth in Section 4 below.

WHEREAS, the best interests of the citizens of Stanton and the public health, safety and welfare will be served by entering into this Agreement; and

WHEREAS, the City Council hereby finds and determines that this Agreement is of major significance because it will enable the CITY to fund much needed capital improvements and provide much needed public services and will therefore have a positive economic impact on the CITY; and

WHEREAS, the provision by OWNER of the public benefits allows the CITY to realize significant economic, open space, and public facilities benefits. The public benefits will advance the interests and meet the needs of Stanton residents and visitors to a greater extent than would development of the Property without this Agreement.

WHEREAS, the physical effects, if any, of the Project and this Agreement have been analyzed pursuant to CEQA and the project has been determined to be categorically exempt from CEQA pursuant to Section 15332, Class 32 (Infill Development Projects); and

WHEREAS, this Agreement and the Project are consistent with the Stanton General Plan and any specific plan applicable thereto; and

WHEREAS, all actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters; and

WHEREAS, development of the Property in accordance with this Agreement will provide substantial benefits to CITY and will further important policies and goals of CITY; and

WHEREAS, this Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, ensure progressive installation of necessary improvements, provide for public services appropriate to the development of the Project, and generally serve the purposes for which Development Agreements under Section 65864, et seq. of the Government Code are intended;

COVENANTS

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND EXHIBITS.

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 “Agreement” means this Development Agreement.

1.1.2 “CITY” means the City of Stanton, a California municipal corporation.

1.1.3 “City Council” means the duly elected city council of the City of Stanton.

1.1.4 “Commencement Date” means the date the Term of this Agreement commences.

1.1.5 “Development” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project as specified in the Development Approvals (defined below), including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping. “Development” does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.1.6 “Development Approvals” means all permits and other entitlements for use subject to approval or issuance by CITY in connection with development of the Property including, but not limited to:

- (a) Site Plan and Design Review;
- (b) Tentative and Final subdivision maps;
- (c) Planned Development Permit;
- (d) zoning; and
- (e) grading and building permits.

1.1.7 “Development Exaction” means any requirement of CITY in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of fees in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

1.1.8 “Development Impact Fee” a monetary exaction other than a tax or special assessment, whether established for a broad class of projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or

a portion of the cost of public facilities related to the development project, including but not limited to park “in lieu” fees specified in Government Code Section 66477, fees for processing applications for governmental regulatory actions or approvals, or fees collected under Development Agreements adopted pursuant to Article 2.5 of the Government Code (commencing with Section 65864) of Chapter 4.

1.1.9 “Development Plan” means the plan for development of the Property as set forth in Exhibit “C”.

1.1.10 “Disposition and Development Agreement” means that certain First Amended and Restated Disposition and Development Agreement entered into between the Housing Authority of the City of Stanton and OWNER and recorded in the Official Records of the County of Orange on December 17, 2020 as Instrument No. 2020000744236. The Disposition and Development Agreement is attached hereto as “Exhibit “E.”

1.1.11 “Effective Date” means the first date on which all of the following have occurred: (a) escrow has closed on OWNER’S acquisition of the Housing Authority Parcel; (b) escrow has closed on OWNER’S acquisition of the Paet Parcels; (c) escrow has closed on OWNER’S acquisition of the Wallace Parcels; and (d) the Ordinance approving and authorizing this Agreement is effective.

1.1.12 “Housing Authority” means the Housing Authority of the City of Stanton, a public body, corporate and politic.

1.1.13 “Housing Authority Parcel” means the “Property” as that term is defined in Section 1.1.70 of the Development and Disposition Agreement. The Housing Authority Parcel, the Paet Parcels, and the Wallace Parcels collectively comprise the “Property” subject to this Agreement.

1.1.14 “Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of CITY governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property which are in effect as of the Effective Date. “Land Use Regulations” does not include any CITY ordinance, resolution, code, rule, regulation or official policy, governing:

- (a) the conduct of businesses, professions, and occupations;
- (b) taxes (special or general) and assessments;
- (c) the control and abatement of nuisances;
- (d) the granting of encroachment permits and the conveyance of rights and interests that provide for the use of or the entry upon public property; or

(e) the exercise of the power of eminent domain.

1.1.15 “OWNER” means the persons and entities listed as OWNER on page 1 of this Agreement and their successors in interest to all or any part of the Property.

1.1.16 “Mortgagee” means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns.

1.1.17 “Paet Parcels” means the property identified as the “Paet Adjacent Parcel” in Section 3.4.6 of the Disposition and Development Agreement.

1.1.18 “Project” means the development of the Property contemplated by the Development Plan as such Plan may be further defined, enhanced or modified pursuant to the provisions of this Agreement.

1.1.19 “Property” means the real property described on Exhibit “A” and shown on Exhibit “B” to this Agreement. The Property subject to this Agreement is comprised of the Housing Authority Parcel, Paet Parcels, and Wallace Parcels.

1.1.20 “Public Benefit” refers to those benefits provided to the CITY and the community by Owner pursuant to Section 4 below.

1.1.21 “Reference Date” means the date listed in the first paragraph on page 1 of this Agreement.

1.1.22 “Reservation of Rights” means the rights and authority excepted from the assurances and rights provided to OWNER under this Agreement and reserved to CITY under Section 3.3 of this Agreement.

1.1.23 “Wallace Parcels” means the property identified as the “Wallace Adjacent Parcel” in Section 3.4.8 of the Disposition and Development Agreement.

1.2 Exhibits. The following documents are attached to, and by this reference made a part of, this Agreement:

Exhibit “A” – Legal Description of the Property.

Exhibit “B” – Map showing Property and its location.

Exhibit “C” – Development Plan.

Exhibit “D” – Development Impact Fees.

Exhibit “E” – First Amended and Restated Disposition and Development Agreement.

1.3 Recitals. The recitals set forth above are true and correct and by this reference made a part of this Agreement.

2. GENERAL PROVISIONS.

2.1 Binding Effect of Agreement. The Property is hereby made subject to this Agreement. Development of the Property is hereby authorized and shall be carried out in accordance with the terms of the Development Plan and this Agreement.

2.2 Ownership of Property. As of the Effective Date, OWNER represents and covenants that it is the owner of the fee simple title to, or has an equitable interest in, the Property.

2.3 City Council Findings. The City Council finds that:

2.3.1 This Agreement is consistent with the CITY's General Plan.

2.3.2 This Agreement ensures a desirable and functional community environment, provides effective and efficient development of public facilities, infrastructure, and services appropriate for the development of the Project, and enhances effective utilization of resources within the CITY.

2.3.3 This Agreement provides public benefits beyond those which are necessary to mitigate the development of the Project.

2.3.4 This Agreement strengthens the public planning process, encourages private participation in comprehensive planning and reduces costs of development and government.

2.3.5 The best interests of the citizens of the CITY and the public health, safety, and welfare will be served by entering into this Agreement.

2.4 Term. The term of this Agreement shall commence on the date (the "Commencement Date") that is the Effective Date, and shall continue for a period which shall expire on the first to occur of (i) five (5) years thereafter or (ii) three (3) years after the issuance a grading permit for the Project, unless this term is modified or extended pursuant to the provisions of this Agreement. The burden of proof shall be on OWNER to demonstrate to the reasonable satisfaction of CITY that all of the conditions necessary to trigger the Effective Date have occurred. Upon expiration of this Agreement, OWNER shall have no vested right under this Agreement, regardless of whether or not OWNER has paid any Development Impact Fee.

2.5 Assignment.

2.5.1 Right to Assign. OWNER shall have the right to sell, transfer or assign the Property in whole or in part (provided that no such partial transfer shall violate the Subdivision Map Act, Government Code Section 66410, et seq.) to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such

sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement and be made in strict compliance with the following conditions precedent:

(a) No sale, transfer or assignment of any right or interest under this Agreement shall be made unless made together with the sale, transfer or assignment of all or a part of the Property.

(b) Concurrent with any such sale, transfer or assignment, OWNER shall notify CITY, in writing, of such sale, transfer or assignment and shall provide CITY with an executed agreement (“Assignment and Assumption Agreement”), in a form reasonably acceptable to CITY, by the purchaser, transferee or assignee and providing therein that the purchaser, transferee or assignee expressly and unconditionally assumes all the duties, obligations, agreements, covenants, waivers of OWNER under this Agreement, including, without limitation, the covenants not to sue and waivers contained in Sections 7.2 and 8.4 hereof.

Any sale, transfer or assignment not made in strict compliance with the foregoing conditions shall constitute a default by Owner under this Agreement. Notwithstanding the failure of any purchaser, transferee or assignee to execute the agreement required by Paragraph (b) of this Subsection 2.5.1, the burdens of this Agreement shall be binding upon such purchaser, transferee or assignee, but the benefits of this Agreement shall not inure to such purchaser, transferee or assignee until and unless such agreement is executed.

2.5.2 Release of Transferring Owner. Notwithstanding any sale, transfer or assignment, a transferring OWNER shall continue to be obligated under this Agreement with respect to the transferred Property or any transferred portion thereof, unless such transferring OWNER is given a release in writing by CITY, which release shall be provided by CITY upon the full satisfaction by such transferring OWNER of the following conditions:

(a) OWNER no longer has a legal or equitable interest in all or any part of the Property subject to the transfer.

(b) OWNER is not then in default under this Agreement.

(c) OWNER has provided CITY with the notice and executed agreement required under Paragraph (b) of Subsection 2.5.1 above.

(d) The purchaser, transferee or assignee provides CITY with security equivalent to any security previously provided by OWNER to secure performance of its obligations hereunder.

2.5.3 Subsequent Assignment. Any subsequent sale, transfer or assignment after an initial sale, transfer or assignment shall be made only in accordance with and subject to the terms and conditions of this Section 2.5.

2.5.4 Utilities. The Project shall be connected to all utilities necessary to provide adequate water, sewer, gas, electric, and other utility service to the Project, prior to the issuance of

a Certificate of Occupancy for any portion of the Project.

2.5.5 Sale to Public and Completion of Construction. The provisions of Subsection 2.5.1 shall not apply to the sale or lease (for a period longer than one year) of any lot that has been finally subdivided and is individually (and not in "bulk") sold or leased to a member of the public or other ultimate user. This Agreement shall terminate with respect to any lot and such lot shall be released and no longer be subject to this Agreement without the execution or recordation of any further document upon satisfaction of both of the following conditions:

(a) The lot has been finally subdivided and individually (and not in "bulk") sold or leased (for a period longer than one year) to a member of the public or other ultimate user; and

(b) A Certificate of Occupancy has been issued for a building on the lot.

Notwithstanding the foregoing, in the event that any title insurance company requests that CITY execute for recordation in the official records of the County a release with respect to any such lot, CITY shall promptly execute for recordation and deliver to such title company such release provided that such release is in a form and contains such terms as is reasonably satisfactory to the City.

2.6 Amendment or Cancellation of Agreement. This Agreement may be amended or canceled in whole or in part only by written consent of all parties in the manner provided for in Government Code Section 65868. This provision shall not limit any remedy of CITY or OWNER as provided by this Agreement.

2.6.1 Minor Changes.

(i) The provisions of this Agreement require a close degree of cooperation between the Parties and "Minor Changes" to the Project may be required from time to time to accommodate design changes, engineering changes, and other refinements related to the details of the Parties' performance. "Minor Changes" shall mean changes to the Project that are otherwise consistent with the Development Plan, and which do not result in a change in the type of use, an increase in density or intensity of use, significant new or increased environmental impacts that cannot be mitigated, or violations of any applicable health and safety regulations in effect on the Effective Date.

(ii) Accordingly, the Parties may mutually consent to adopting "Minor Changes" through their signing of an "Operating Memorandum" reflecting the Minor Changes. Neither the Minor Changes nor any Operating Memorandum shall require public notice or hearing. The City Attorney and City Manager shall be authorized to determine whether proposed modifications and refinements are "Minor Changes" subject to this Section 2.6.1 or more significant changes requiring amendment of this Agreement. The City Manager may execute any Operating Memorandum without City Council action.

2.7 Termination. This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

(a) The Effective Date does not occur within one year of the Reference Date. CITY may, in its sole and absolute discretion, grant OWNER one or more extensions under this Section 2.7(a). Such extension(s) shall be in writing and may be approved by the City Manager. The collective sum of such extensions may not, however, authorize an Effective Date that is more than two years after the Reference Date.

(b) Expiration of the stated term of this Agreement as set forth in Section 2.4.

(c) Entry of a final judgment setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

(d) The adoption of a timely initiated referendum measure overriding or repealing the ordinance approving this Agreement.

(e) Completion of the Project in accordance with the terms of this Agreement including issuance of all required occupancy permits and acceptance by CITY or applicable public agency of all required dedications.

Termination of this Agreement shall not constitute termination of any other land use entitlements approved for the Property. Upon the termination of this Agreement, no party shall have any further right or obligation hereunder except with respect to any obligation to have been performed prior to such termination or with respect to any default in the performance of the provisions of this Agreement that has occurred prior to such termination or with respect to any obligations that are specifically set forth as surviving this Agreement. Upon such termination, any Development Impact Fees paid by OWNER to CITY for residential units on which construction has not yet begun shall be refunded to OWNER by CITY.

2.8 Notices.

(a) As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

(b) All notices shall be in writing and shall be considered given either: (i) when delivered in person to the recipient named below; or (ii) on the date of delivery shown on the return receipt, after deposit in the United States mail in a sealed envelope as either registered or certified mail with return receipt requested, and postage and postal charges prepaid, and addressed to the recipient named below; or (iii) on the date of delivery shown in the records of the transmitting party after transmission by email to the recipient named below. All notices shall be addressed as follows:

If to CITY: City of Stanton
 7800 Katella Ave.

Stanton, CA 90680
Attn: Jarad Hildenbrand
Email: jhildenbrand@ci.stanton.ca.us

Copy to: Best Best & Krieger LLP
18101 Van Karman Ave., Suite 1000
Irvine, CA 92614
Attn: HongDao Nguyen
Email: Hongdao.Nguyen@bbklaw.com

If to OWNER: KB Home Coastal Inc.
36310 Inland Valley Drive
Wildomar, California 92595
Attn: Steve Ruffner and Lori Schmid
Email: sruffner@kbhome.com; lschmid@kbhome.com

Copy to: KB Home
10990 Wilshire Blvd., 7th Floor
Los Angeles, California 90024
Attn: Phil Darrow and Helene Pappas
Email: pdarrow@kbhome.com; hpappas@kbhome.com

and

Green Steel & Albrecht, LLP
19800 MacArthur Blvd., Suite 1000
Irvine, CA 92612-2433
Attn: Joseph M. Manisco, Esq.
Email: jmanisco@gsaaattorneys.com

(c) Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

3. DEVELOPMENT OF THE PROPERTY.

3.1 Rights to Develop. Subject to the terms of this Agreement, including the Reservation of Rights, OWNER shall have a vested right to develop the Property in accordance with, and to the extent of, this Agreement. Except as expressly provided otherwise herein, the Project shall remain subject to all Land Use Regulations and Development Approvals, which are in effect on the Effective Date including, without limitation, the permitted uses of the Property, the density and intensity of use, the maximum height and size of proposed buildings, and provisions for reservation and dedication of land for public purposes shall be those set forth in the Land Use Regulations and Development Approvals. Except as expressly provided herein and the Land Use Regulations and Development Approval as of the Effective Date, City shall not impose

any additional conditions, fees, or exactions on the Project or increase any fees or exactions. Notwithstanding the foregoing, the City may charge processing fees and increase processing fees in accordance with applicable law.

3.1.1 Oil Well. CITY and OWNER believe that there may be located within the Property an abandoned oil well; however, the exact location of such oil well has not been identified. CITY acknowledges, agrees and covenants that in the event that the location of the oil well is not determined during OWNER'S grading of the Property, CITY shall not restrict, delay or withhold the issuance of building permits or certificates of occupancy for the dwelling units and/or other improvements constructed on and about the Property or otherwise in connection with the Project as a result thereof, except: (1) that at any time after grading and prior to the issuance of the final certificate of occupancy for the Project, if CITY or OWNER determines the location of an oil well on the Property, then OWNER will follow the provisions of the Disposition and Development Agreement for the abandonment of the well; and (2) in the event of an order from a court or other governmental agency prohibiting the issuance because of health and safety reasons.

3.2 Effect of Agreement on Land Use Regulations. Except as otherwise provided under the terms of this Agreement including the Reservation of Rights, the rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to development of the Property shall be the Land Use Regulations and Development Approvals in effect on the Effective Date.

3.3 Reservation of Rights.

3.3.1 Limitations, Reservations and Exceptions. Notwithstanding any other provision of this Agreement, the following regulations shall apply to the development of the Property:

(a) Processing fees and charges of every kind and nature imposed by CITY to cover the estimated actual costs to CITY of processing applications for Development Approvals or for monitoring compliance with any Development Approvals granted or issued, which shall be those in effect as of the Effective Date.

(b) Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, so long as the same are not inconsistent with those in effect as of the Effective Date.

(c) Regulations, policies and rules governing engineering and construction standards and specifications applicable to public and private improvements, including, without limitation, all uniform codes adopted by the CITY and any local amendments to those codes adopted by the CITY, including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, and Grading Ordinance.

(d) Regulations that may be in conflict with this Agreement but that are reasonably necessary to protect the residents of the project or the immediate community from a

condition perilous to their health or safety. To the extent possible, any such regulations shall be applied and construed so as to provide OWNER with the rights and assurances provided under this Agreement.

(e) Regulations that are not in conflict with this Agreement or the Development Plan. Any regulation, whether adopted by initiative or otherwise, limiting the rate or timing of development of the Property shall be deemed to conflict with the Development Plan and shall therefore not be applicable to the development of the Property.

(f) Regulations that are in conflict with the Development Plan; provided OWNER has, in its sole and absolute discretion, given written consent to the application of such regulations to development of that Property in which the OWNER has a legal or equitable interest.

(g) Regulations that impose, levy, alter or amend fees, charges, or Land Use Regulations relating to consumers or end users, including, without limitation, trash can placement, service charges and limitations on vehicle parking.

(h) Regulations of other public agencies, including Development Impact Fees adopted or imposed by such other public agencies, although collected by CITY.

3.3.2 Subsequent Development Approvals. This Agreement shall not prevent CITY, in acting on subsequent development approvals and to the same extent it would otherwise be authorized to do so absent this Agreement, from applying subsequently adopted or amended Land Use Regulations that do not conflict with this Agreement. CITY shall grant all subsequent permits so long as they are consistent with the Land Use Regulations and Development Approvals.

3.3.3 Modification or Suspension by State or Federal Law. In the event that State, County or Federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State, County or Federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provisions impractical to enforce. If, in the Owner's reasonable determination, the effect of such changes renders the Project financially infeasible, OWNER may terminate Agreement.

3.3.4 Intent. The parties acknowledge and agree that CITY is restricted in its authority to limit certain aspects of its police power by contract and that the foregoing limitations, reservations and exceptions are intended to reserve to CITY all of its police power that cannot be or are not expressly so limited. This Agreement shall be construed, contrary to its stated terms if necessary, to reserve to CITY all such power and authority that cannot be or is not by this Agreement's express terms so restricted.

3.4 Regulation by Other Public Agencies. It is acknowledged by the parties that other public agencies not within the control of CITY may possess authority to regulate aspects of the development of the Property separately from or jointly with CITY and this Agreement does not limit the authority of such other public agencies.

3.5 Water Supply Planning. To the extent the Development Plan includes one or more tentative maps totaling more than 500 dwelling units, and to the extent the Project, or any part thereof, is not exempt under Government Code Section 66473.7(i), each such tentative map shall comply with the provisions of Government Code Section 66473.7.

3.6 Timing of Development. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal. 3d 465 (1984), that the failure of the parties in that case to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties' agreement, it is the specific intent of the Parties to provide for the timing of the Project in this Agreement. To do so, the Parties acknowledge and provide that Owner shall have the right, but not the obligation, to complete the Project in such order, at such rate, at such times, and in as many development phases and sub-phases as Owner deems appropriate in its sole subjective business judgment.

3.7 Conditions, Covenants and Restrictions. Owner shall have the ability to reserve and record such covenants, conditions, and restrictions (CC&Rs) against the Property as Owner deems appropriate, in its sole and absolute discretion. Such CC&Rs may not conflict with this Agreement or the General Plan. Before recording any CC&Rs, Owner shall provide a copy of the CC&Rs to the CITY for review and approval by the City Attorney. The City Attorney's review shall be limited to determining if the CC&Rs substantially comply with this Agreement. Within thirty (30) days after receiving a copy of the proposed CC&Rs from Owner, the City Attorney shall provide Owner with either (i) a statement that the CC&Rs comply with this Agreement ("CC&R Approval") or (ii) written comments identifying each aspect of the CC&Rs which the City Attorney believes not to be in compliance with this Agreement (a "Statement of Non-Compliance"). If the City Attorney fails to provide Owner with either CC&R Approval or a Statement of Non-Compliance within thirty (30) days following a written request by Owner, CITY shall be deemed to have approved the CC&Rs and Owner may record the CC&Rs against the Property. If the City Attorney provides a Statement of Non-Compliance, Owner shall have thirty (30) days in which to respond to the Statement of Non-Compliance. Upon submittal of Owner's response, the procedure described above for the initial submittal and City Attorney review of proposed CC&Rs shall again be followed. This procedure shall be followed until Owner either (1) receives CC&R Approval, (2) submits the compliance issues to binding arbitration pursuant to the rules of the American Arbitration Association, (3) files an action for declaratory relief in Orange County Superior Court seeking a judicial determination of the compliance of the proposed CC&Rs, or (4) agreement is otherwise reached between the Parties allowing for the recording of the CC&Rs. The CC&Rs may run with the land and bind Owner's successors and assigns. Except as provided above, any dispute between the Parties regarding the CITY's approval or rejection of the CC&Rs shall be subject to immediate and binding arbitration pursuant to the rules of the American Arbitration Association.

3.8 Approvals and Permits. CITY shall diligently and in good faith comply with the Permit Streamlining Act and shall use its diligent and good faith efforts to cooperate in and expedite the review, comment and approval of plans and the securing of permits.

3.9 Eminent Domain. In the event that, notwithstanding its diligent and good faith efforts, OWNER cannot acquire land necessary for the completion of public improvements or completion of mitigation measures (e.g., street widening, utilities or other off-site improvements)

or cannot eliminate any interests of others in the property which is the subject of the Project (e.g., internal rights of way, easements, or diverse property ownerships) which interfere with the completion of such public improvements or mitigation measures, OWNER may request CITY consider utilizing its eminent domain powers to effectuate any needed acquisition. If CITY chooses to proceed, all costs associated with the eminent domain proceedings, including attorney fees and the cost of the acquisition shall be borne by OWNER.

3.9.1 Reservation of City Discretion. Notwithstanding a request by OWNER for City to utilize its power of eminent domain, CITY hereby retains its sole and unfettered discretion as the use of its eminent domain powers. Nothing in this Agreement shall require CITY to adopt a resolution of necessity regarding the acquisition of property or to acquire any properties by exercise of CITY's power of eminent domain. If CITY considers adoption of a resolution of necessity regarding the acquisition of property and does not adopt such a resolution, OWNER may terminate this Agreement upon seven (7) days' Notice to the CITY, and neither Party shall have liability to the other or any other Person.

3.9.2 No Obligation to Adopt Resolution of Necessity. It is expressly acknowledged, understood and agreed by the Parties that CITY undertakes no obligation to adopt any resolution of necessity, and does not prejudice or commit to any Person regarding the findings and determinations to be made by CITY with respect to any resolution of necessity. In the event of termination, neither OWNER nor CITY shall be in Default under this Agreement and OWNER may terminate this Agreement upon seven (7) days' Notice to CITY, and neither Party shall have liability to the other or any other Person.

3.9.3 No Limitation of Power of Eminent Domain. No provision of this Agreement shall be construed to limit or restrict the exercise by CITY of its power of eminent domain.

3.10 Tentative Maps. Pursuant to Government Code Section 66452.6, the duration of all tentative tract maps within the Project approved by the CITY shall be extended to the earlier of ten (10) years after approval by the CITY or the expiration of the term of this Agreement.

4. PUBLIC BENEFITS.

4.1 Intent. The parties acknowledge and agree that development of the Property will result in substantial public needs that will not be fully met by the Development Plan and further acknowledge and agree that this Agreement confers substantial private benefits on OWNER that should be balanced by commensurate public benefits. Accordingly, the parties intend to provide consideration to the public to balance the private benefits conferred on OWNER by providing more fully for the satisfaction of the public needs resulting from the Project.

4.2 Public Benefits. In addition to complying with the Project conditions of approval which are designed to mitigate any significant impacts of the Project, OWNER has committed by this Agreement to contribute to the acquisition, construction and maintenance of certain "Public Benefits." The Public Benefits consist of contributions toward the "Public Facilities" which may include but are not limited to park maintenance, rehabilitation and improvements, public facility upgrades and improvements, street maintenance and improvements, or any other improvement to the public facilities as the CITY deems necessary to provide appropriate facilities and services to

the residents of this community and the CITY at large. CITY shall have no obligation to construct the Public Facilities in any particular order or sequence.

4.2.1 CITY Facilities. OWNER shall make contributions towards the acquisition, construction and maintenance of the CITY Facilities, as follows:

(i) Public Benefit Fee. OWNER shall pay a fee in the amount of ten thousand dollars (\$10,000.00) (the "City Facilities Fee") for each residential unit ("Unit") constructed as part of the Project. The City Facilities Fee shall be due at the time a building permit is requested for each Unit, unless a different schedule is mutually agreed upon by the CITY and OWNER.

(ii) Neighborhood Preservation Fee. OWNER shall pay a fee in the amount of one thousand five hundred dollars (\$1,500) (the "Neighborhood Preservation Fee") for each residential unit ("Unit") constructed as part of the Project. The Neighborhood Preservation Fee shall be due at the time a building permit is requested for each Unit unless a different schedule is mutually agreed upon by the CITY and OWNER.

(iii) City Beautification/Enhancement Fee. OWNER shall pay a fee in the amount of one hundred, ninety thousand dollars (\$190,000) (the "City Beautification/Enhancement Fee") for the Project. The City Beautification/Enhancement Fee shall be due concurrently with the issuance of the first building permit, unless a different schedule is mutually agreed upon by the CITY and OWNER and may be used by City in its sole discretion for beautification and enhancement projects anywhere within the City, including without limitation landscaping projects.

4.3 Development Impact Fees.

4.3.1 Amount of Fee. The Development Impact Fees set forth in Exhibit "D" shall be charged to the Project.

4.3.2 Time of Payment. The fees required pursuant to Subsection 4.3.1 shall be paid to CITY prior to the issuance of building permits for each residential Unit. No fees shall be payable for building permits issued prior to the Effective Date of this Agreement, but the fees required pursuant to Subsection 4.3.1 shall be paid prior to the re-issuance or extension of any building permit for a residential Unit for which such fees have not previously been paid.

4.3.3 Development Impact Fees; No Increases. The Parties hereby agree that, except as expressly set forth in Exhibit "D", during the term of this Agreement, the Project shall not be subject to the imposition of any City imposed Development Impact Fee that becomes effective after the Effective Date. Notwithstanding anything to the contrary in the Agreement, the OWNER acknowledges that OWNER shall be responsible for the payment of development impact fees imposed or required by other public agencies, including County or regional agencies.

4.3.4 Prepayment. In no event shall the prepayment of any Development Impact Fees required hereunder establish a vested right on the part of OWNER or any other owner of the Property or any person or entity with an interest therein to develop the Project or the Property following the expiration, cancellation or termination of the Term of this Agreement, provided,

however the prepayment of any Development Impact Fees required hereunder for any particular Unit shall satisfy in full OWNER's obligation to pay such Development Impact Fees for such Unit and any subsequent increase in the amount of such Development Impact Fees as to such Unit shall not be applicable to it. Following the expiration, cancellation or termination of this Agreement, unless Development Impact Fees have been previously paid by OWNER as to any particular Unit, in which event OWNER's obligation to pay such Development Impact Fees as to such Unit shall be satisfied in full, all Development Impact Fees then in effect shall be applicable to the Project and Property notwithstanding any provision of this Agreement and notwithstanding any increase or amendment of any Development Impact Fee, or any combination thereof. Nothing contained in this Subsection 4.3.4 shall be construed as limiting the right of OWNER to a credit against any Development Impact Fees as set forth in Section 4.3.3 hereof.

4.4 Dedication of On-Site Easements and Rights of Way. OWNER shall dedicate to CITY all on-site rights of way and easements deemed necessary for public improvements, in CITY's reasonable discretion, within 15 days of receipt of written demand from CITY.

4.5 Timing of Construction of Off-Site Infrastructure. Approval of any building permits on the Property shall be conditioned upon CITY's determination, in its reasonable discretion, that sufficient progress is being made on construction of off-site infrastructure serving development of OWNER's Property.

4.6 Waiver of Right to Challenge. OWNER acknowledges and agrees that the amount of the fees set forth in Sections 4.2 and 4.3 are negotiated fees and not adopted as part of a greater fee program within the City. OWNER waives any right to challenge the mode of imposition of these fees, the amount of these fees or application of these fees to this Project. OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

5. FINANCING OF PUBLIC IMPROVEMENTS. OWNER may propose, and if requested by CITY shall cooperate in, the formation of any special assessment district, community facilities district or alternate financing mechanism to pay for the construction and/or maintenance and operation of public infrastructure facilities required as part of the Development Plan. To the extent any such district or other financing entity is formed and sells bonds in order to finance such reimbursements, OWNER may be reimbursed to the extent that OWNER spends funds, including, without limitation, Development Impact Fees, or dedicates land for the establishment of public

facilities. Notwithstanding the foregoing, it is acknowledged and agreed by the parties that nothing contained in this Agreement shall be construed as requiring CITY or the City Council to form any such district or to issue and sell bonds.

6. REVIEW FOR COMPLIANCE.

6.1 Periodic Review. The CITY shall review this Agreement annually, on or before the anniversary of the Effective Date, in order to ascertain the compliance by OWNER with the terms of the Agreement. OWNER shall submit an Annual Monitoring Report, in a form acceptable to the City Manager, within thirty (30) days after written notice from the City Manager. The Annual Monitoring Report shall be accompanied by an annual review and administration fee sufficient to defray the estimated costs of review and administration of the Agreement during the succeeding year. The amount of the annual review and administration fee shall be set annually by resolution of the City Council.

6.2 Special Review. The City Council may order a special review of compliance with this Agreement at any time. The City Manager, or his or her designee, shall conduct such special reviews.

6.3 Procedure.

(a) During either a periodic review or a special review, OWNER shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on OWNER.

(b) Upon completion of a periodic review or a special review, the City Manager, or his or her designee, shall submit a report to the Planning Commission setting forth the evidence concerning good faith compliance by OWNER with the terms of this Agreement and his or her recommended finding on that issue.

(c) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

(d) If the Planning Commission finds and determines on the basis of substantial evidence that OWNER has not complied in good faith with the terms and conditions of this Agreement, the Commission may recommend to the City Council modification or termination of this Agreement. OWNER may appeal a Planning Commission determination pursuant to this Section 6.3(d) pursuant to CITY's rules for consideration of appeals in zoning matters then in effect. Notice of default as provided under Section 7.3 of this Agreement shall be given to OWNER prior to or concurrent with proceedings under Section 6.4 and Section 6.5.

6.4 Proceedings Upon Modification or Termination. If, upon a finding under Section 6.3, CITY determines to proceed with modification or termination of this Agreement, CITY shall give written notice to OWNER of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

(a) The time and place of the hearing;

(b) A statement as to whether or not CITY proposes to terminate or to modify the Agreement; and,

(c) Such other information that the CITY considers necessary to inform OWNER of the nature of the proceeding.

6.5 Hearing on Modification or Termination. At the time and place set for the hearing on modification or termination, OWNER shall be given an opportunity to be heard. OWNER shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. The burden of proof on this issue shall be on OWNER. If the City Council finds, based upon substantial evidence, that OWNER has not complied in good faith with the terms or conditions of the Agreement, the City Council may terminate this Agreement or modify this Agreement and impose such conditions as are reasonably necessary to protect the interests of the CITY. The decision of the City Council shall be final.

6.6 Certificate of Agreement Compliance. If, at the conclusion of a Periodic or Special Review, OWNER is found to be in compliance with this Agreement, CITY shall, upon request by OWNER, issue a Certificate of Agreement Compliance ("Certificate") to OWNER stating that after the most recent Periodic or Special Review and based upon the information known or made known to the City Manager and City Council that: (1) this Agreement remains in effect; and (2) OWNER is not in default. The Certificate shall be in recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, shall state whether the Certificate is issued after a Periodic or Special Review and shall state the anticipated date of commencement of the next Periodic Review. OWNER may record the Certificate with the County Recorder.

Whether or not the Certificate is relied upon by assignees or other transferees or OWNER, CITY shall not be bound by a Certificate if a default existed at the time of the Periodic or Special Review, but was concealed from or otherwise not known to the City Manager or City Council.

7. DEFAULT AND REMEDIES.

7.1 Remedies in General. It is acknowledged by the parties that neither CITY nor OWNER would have entered into this Agreement if it were to be liable in damages under this Agreement, or with respect to this Agreement or the application thereof. In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that CITY shall not be liable in damages to OWNER and OWNER shall not be liable in damages to CITY, or to any successor in interest of OWNER, CITY, or to any other person or entity, and OWNER and CITY covenant not to sue for damages or claim any damages:

(a) For any breach of this Agreement or for any cause of action that arises out of this Agreement; or

(b) For the taking, impairment or restriction of any right or interest conveyed or provided under or pursuant to this Agreement; or

(c) Arising out of or connected with any dispute, controversy or issue regarding the application or interpretation or effect of the provisions of this Agreement.

(d) Notwithstanding the foregoing, each Party may sue for specific performance under this Agreement and in the event of an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, the non-defaulting party or prevailing party shall be entitled to its actual attorneys' fees and to any court costs incurred, in addition to any other relief awarded.

7.2 Release. Except for non-monetary remedies and as set forth in the preceding Section 7.1(d), OWNER and CITY, each for itself, its successors and assignees, hereby releases the other, its officers, agents and employees from any and all claims, demands, actions, or suits of any kind or nature arising out of any liability, known or unknown, present or future, including, but not limited to, any claim or liability, including, any claim or liability of CITY based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth and Fourteenth Amendments to the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, upon CITY because it entered into this Agreement or because of the terms of this Agreement. OWNER and CITY each hereby acknowledge that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY."

By initialing below, OWNER and CITY hereby waive the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

City's Initials

7.3 Termination or Modification of Agreement for Default of OWNER. CITY may terminate or modify this Agreement for any failure of OWNER to perform any material duty or obligation of OWNER under this Agreement, or to comply in good faith with the terms of this Agreement (hereinafter referred to as "default"); provided, however, CITY may terminate or modify this Agreement pursuant to this Section only after providing written notice to OWNER of default setting forth the nature of the default and the actions, if any, required by OWNER to cure such default and, where the default can be cured, OWNER has failed to take such actions and cure

such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

7.4 Termination of Agreement for Default of CITY. OWNER may terminate this Agreement only in the event of a default (as defined in Section 7.3 above) by CITY (and only after providing written notice to CITY of default setting forth the nature of the default and the actions, if any, required by CITY to cure such default and, where the default can be cured, CITY has failed to take such actions and cure such default within sixty (60) days after the effective date of such notice or, in the event that such default cannot be cured within such sixty (60) day period but can be cured within a longer time, has failed to commence the actions necessary to cure such default within such sixty (60) day period and to diligently proceed to complete such actions and cure such default.

8. LITIGATION.

8.1 Third Party Litigation Concerning Agreement. OWNER shall defend, at its expense, including attorneys' fees, indemnify, and hold harmless CITY, its agents, officers and employees from any third party claim, action or proceeding against CITY, its agents, officers, or employees to attack, set aside, void, or annul the approval of this Agreement, the approval of any permit granted pursuant to this Agreement, and any third party claim, action, proceeding or determination arising from the land use entitlements relating to this Project, including this Development Agreement, and in connection with the water well and any oil well that may be located on the Property. CITY shall promptly notify OWNER of any claim, action, proceeding or determination included within this Section 8.1, and CITY shall cooperate in the defense. If CITY fails to promptly notify OWNER of any such third party claim, action, proceeding or determination, or if CITY fails to cooperate in the defense, OWNER shall not thereafter be responsible to defend, indemnify, or hold harmless CITY. CITY may in its discretion participate in the defense of any such claim, action, proceeding or determination.

8.2 Environmental Assurances. OWNER shall indemnify and hold CITY, its officers, agents, and employees free and harmless from any liability, based or asserted, upon any act or omission of OWNER, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns and independent contractors for any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions, and OWNER shall defend, at its expense, including attorneys' fees, CITY, its officers, agents and employees in any third party action based or asserted upon any such alleged act or omission, including claims related to the water well and any oil well (and any remediation thereof) that may be located on the Property. CITY may in its discretion participate in the defense of any such action. The foregoing defense and indemnity obligations, however, shall not apply to any condition of the Property which existed prior to OWNER's acquisition of it unless exacerbated by any act or omission of OWNER.

8.3 Reservation of Rights. With respect to Section 8.1 and Section 8.2 herein, CITY reserves, the right to either (1) approve the attorney(s) that the indemnifying party selects, hires or

otherwise engages to defend the indemnified party hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense; provided, however, that the indemnifying party shall reimburse the indemnified party forthwith for any and all reasonable expenses incurred for such defense, including attorneys' fees, upon billing and accounting therefor.

8.4 Challenge to Existing Land Use Approvals. By accepting the benefits of this Agreement, OWNER, on behalf of itself and its successors in interest, hereby expressly agrees and covenants not to sue or otherwise challenge any land use approval affecting the Property and in effect as of the Effective Date. Such agreement and covenant includes, without limitation, the covenant against any direct suit by OWNER or its successor in interest, or any participation, encouragement or involvement whatsoever that is adverse to CITY by OWNER or its successor in interest, other than as part of required response to lawful orders of a court or other body of competent jurisdiction. OWNER hereby expressly waives, on behalf of itself and its successors in interest, any claim or challenge to any land use approval affecting the Property and in effect as of the Effective Date. In the event of any breach of the covenant or waiver contained herein, CITY shall, in addition to any other remedies provided for at law or in equity, be entitled to:

- (a) unless previously paid as to any particular Units, impose and recover (at any time, including after sale to a member of the public or other ultimate user) from the party breaching such covenant or waiver, the full amount of Development Impact Fees that the breaching party would have been required to pay in the absence of this Development Agreement; and
- (b) impose any subsequently adopted land use regulation on those land use approvals for which the breaching party had not, as of the time of such breach, obtained a building permit.

OWNER hereby acknowledges that it has read and is familiar with the provisions of California Civil Code Section 1542, which is set forth below:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, OWNER hereby waives the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.

Owner's Initials

9. Survival. The provisions of Sections 8.1 through 8.4, inclusive, shall survive the termination of this Agreement.

10. MORTGAGEE PROTECTION.

The parties hereto agree that this Agreement shall not prevent or limit OWNER, in any manner, at OWNER's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property. CITY acknowledges that the lenders providing such financing may require certain Agreement interpretations and modifications and agrees upon request, from time to time, to meet with OWNER and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. CITY will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement. Any Mortgagee of the Property shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage on the Property made in good faith and for value, unless otherwise required by law.

(b) The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, which Mortgagee, has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive written notification from CITY of any default by OWNER in the performance of OWNER's obligations under this Agreement.

(c) If CITY timely receives a request from a mortgagee requesting a copy of any notice of default given to OWNER under the terms of this Agreement, CITY shall provide a copy of that notice to the Mortgagee within ten (10) days of sending the notice of default to OWNER. The Mortgagee shall have the right, but not the obligation, to cure the default during the remaining cure period allowed such party under this Agreement.

(d) Any Mortgagee who comes into possession of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or deed in lieu of such foreclosure, shall take the Property, or part thereof, subject to the terms of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, no Mortgagee shall have an obligation or duty under this Agreement to perform any of OWNER's obligations or other affirmative covenants of OWNER hereunder, or to guarantee such performance; provided, however, that to the extent that any covenant to be performed by OWNER is a condition precedent to the performance of a covenant by CITY, the performance thereof shall continue to be a condition precedent to CITY's performance hereunder, and further provided that any sale, transfer or assignment by any Mortgagee in possession shall be subject to the provisions of Section 2.5 of this Agreement.

11. MISCELLANEOUS PROVISIONS.

11.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the Orange County Recorder by the Clerk of the City Council within ten (10) days after the CITY enters into the Agreement, in accordance with Section 65868.5 of the Government Code. If the parties to this Agreement or their successors in interest amend or cancel this Agreement, or if the CITY terminates or modifies this Agreement as provided herein for failure

of the OWNER to comply in good faith with the terms and conditions of this Agreement, the City Clerk shall have notice of such action recorded with the Orange County Recorder.

11.2 Entire Agreement. This Agreement sets forth and contains the entire understanding and agreement of the parties, and there are no oral or written representations, understandings or ancillary covenants, undertakings or agreements that are not contained or expressly referred to herein. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

11.3 Severability. If any term, provision, covenant or condition of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provision of the Public Benefits set forth in Section 4 of this Agreement, including the payment of the Development Impact Fees set forth therein, are essential elements of this Agreement and CITY would not have entered into this Agreement but for such provisions, and therefore in the event such provisions are determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

11.4 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

11.5 Section Headings. All section headings and subheadings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

11.6 Singular and Plural. As used herein, the singular of any word includes the plural.

11.7 Joint and Several Obligations. If at any time during the Term of this Agreement the Property is owned, in whole or in part, by more than one OWNER, all obligations of such OWNERS under this Agreement shall be joint and several, and the default of any such OWNER shall be the default of all such OWNERS. Notwithstanding the foregoing, no OWNER of a single lot that has been finally subdivided and sold to such OWNER as a member of the general public or otherwise as an ultimate user shall have any obligation under this Agreement except as expressly provided for herein.

11.8 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

11.9 Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon

the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement thereafter.

11.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the parties and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

11.11 Impact on Disposition and Development Agreement. OWNER and CITY hereby acknowledge and agree that this Agreement is not intended, and shall not be interpreted, to interfere, disrupt, or change in any way the rights and obligations of Housing Authority and OWNER under the Disposition and Development Agreement.

11.12 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes, walk-outs, boycotts, similar obstructive actions or other labor difficulties beyond the party's control, government regulations, court actions (such as restraining orders or injunctions), market wide shortages of labor, materials or supplies, delays caused by the CITY, any utility company, or other governmental or quasi-governmental entities in approving entitlements, permits, and other authorizations as well as conducting inspections needed for timely completion of a party's obligations, provided that neither the ordinary and customary processing time shall not be considered a delay; and other similar matters or causes beyond the reasonable control of a party but excluding such party's financial inability to perform the obligation. If any such events shall occur, the Term of this Agreement and the time for performance by either party of any of its obligations hereunder may be extended by the written agreement of the parties for the period of time that such events prevented such performance, provided that the Term of this Agreement shall not be extended for more than five (5) additional years under any circumstances.

11.13 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

11.14 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Property: (a) is for the benefit of and is a burden upon every portion of the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each party and each successor in interest during ownership of the Property or any portion thereof.

11.15 Counterparts. This Agreement may be executed by the parties in counterparts, which counterparts shall be construed together and have the same effect as if all of the parties had executed the same instrument.

11.16 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of

any provision of this Agreement shall be filed and tried in the Superior Court of the County of Orange, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

11.17 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement. The only relationship between CITY and OWNER is that of a government entity regulating the development of private property and the owner of such property.

11.18 Further Actions and Instruments. Each of the parties shall cooperate with and provide reasonable assistance to the other to the extent contemplated hereunder in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either party at any time, the other party shall promptly execute and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement or to evidence or consummate the transactions contemplated by this Agreement.

11.19 Agent for Service of Process. In the event OWNER is not a resident of the State of California or it is an association, partnership or joint venture without a member, partner or joint venturer resident of the State of California, or it is a foreign corporation, then in any such event, OWNER shall file with the City Manager, upon its execution of this Agreement, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of service of process in any court action arising out of or based upon this Agreement, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon OWNER. If for any reason service of such process upon such agent is not feasible, then in such event OWNER may be personally served with such process and such service shall constitute valid service upon OWNER. OWNER is amenable to the process so served, submits to the jurisdiction of the Court so obtained and waives any and all objections and protests thereto.

11.20 Authority to Execute. The person or persons executing this Agreement on behalf of OWNER warrants and represents that he or she/they have the authority to execute this Agreement on behalf of his or her/their corporation, partnership or business entity and warrants and represents that he or she/they has/have the authority to bind OWNER to the performance of its obligations hereunder.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Development Agreement on the last day and year set forth below.

OWNER

KB HOME COASTAL INC.,
a California corporation

By: _____
Name: Stephen J. Ruffner
Its: President

Dated: _____

CITY

CITY OF STANTON, a California
municipal corporation

By: _____
David Shawver
Mayor

Dated: _____

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

APPROVED AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

City Attorney

EXHIBIT "A"

(Legal Description of the Property)

Real property in the City of Stanton, County of Orange, State of California, described as follows:

PARCEL A: (APN: 079-371-12)

THE NORTH 73 FEET OF THE SOUTH 256 FEET OF THE EAST 185 FEET OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, IN TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 11, MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

PARCEL B: (APN: 079-371-13)

THE EAST 185.00 FEET OF THE EAST ONE-HALF OF THE SOUTH ONE-HALF OF THE EAST 10.00 ACRES OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 23, IN TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 11, MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

EXCEPTING THEREFROM THE SOUTH 256.00 FEET.

Real property in the City of Stanton, County of Orange, State of California, described as follows:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS ALAMITOS, AS SHOWN ON MAP NO. 2 ATTACHED TO THE FINAL DECREE OF PARTITION OF SAID RANCHO, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 2, 1891, IN BOOK 14, PAGE 31 OF DEEDS, RECORDS OF ORANGE COUNTY, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10.00 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, SAID POINT BEING DISTANT S89°36'33"W, 185.00 FEET ALONG SAID NORTH LINE FROM THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, S00°09'58"E, PARALLEL TO SAID EAST LINE OF SECTION 23, DISTANT 330.18 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, S89°37'28"W, DISTANT 73.22

FEET ALONG SAID SOUTH LINE; THENCE, N00°10'48"W, DISTANT 330.16 FEET TO A POINT IN THE NORTH LINE OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10.00 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, N89°36'33"E, DISTANT 73.30 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED 8/9 INTEREST IN AND TO THE NORTH 20.00 FEET OF THE EAST 20.00 FEET THEREOF.

ALSO EXCEPTING THEREFROM SOUTH 40 FEET OF LAND DEDICATED FOR HIGHWAY AND INCIDENTAL PURPOSES RECORDED JULY 31, 1952 IN BOOK 2363, PAGE 603 OF OFFICIAL RECORDS, AND ALSO RECORDED FEBRUARY 11, 1954 IN BOOK 2677, PAGE 433 OF OFFICIAL RECORDS, ALL OF RECORDS OF ORANGE COUNTY.

APN: 079-371-09

Real property in the City of Stanton, County of Orange, State of California, described as follows:

PARCEL 1: (APN: 079-371-26)

THAT PORTION OF THE WEST HALF OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 14 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID WEST HALF; THENCE SOUTH 0° 12' 55" EAST 329.97 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE SOUTH 89° 36' 45" WEST 110.49 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE NORTH 0° 13' 25" WEST 329.94 FEET TO THE NORTH LINE OF SAID WEST HALF; THENCE NORTH 89° 35' 50" EAST 110.53 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTHERLY 60.00 FEET THEREOF AS CONVEYED TO THE COUNTY OF ORANGE IN DEED RECORDED SEPTEMBER 2, 1977 IN BOOK 12363, PAGE 1736 OF OFFICIAL RECORDS OF SAID ORANGE COUNTY.

PARCEL 1A: (APN: 079-371-15)

AN UNDIVIDED ONE NINTH INTEREST IN THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO

LOS COYOTES, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51 PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER DISTANT SOUTH 89° 35' 50" WEST 205 FEET FROM THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER 20 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 20 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF; THENCE WESTERLY TO THE POINT OF BEGINNING.

PARCEL 2: (APN: 079-371-27)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51 PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER DISTANT SOUTH 89° 35' 50" WEST 258.30 FEET FROM THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 0° 12' 05" EAST 329.98 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 89° 36' 45" WEST 73.23 ALONG SAID SOUTH LINE, TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER; THENCE NORTH 0° 12' 55" WEST 329.87 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF; THENCE NORTH 89° 35' 50" EAST 73.31 FEET TO THE POINT OF BEGINNING.

EXCEPTING THE SOUTHERLY 60 FEET OF SAID LAND AS GRANTED TO THE COUNTY OF ORANGE, BY DEED RECORDED SEPTEMBER 2, 1977 IN BOOK 12363, PAGE 1740, OFFICIAL RECORDS.

PARCEL 2A: (APN: 079-371-15)

AN UNDIVIDED ONE NINTH INTEREST IN THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A

MAP RECORDED IN BOOK 51 PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER DISTANT SOUTH 89° 35' 50" WEST 205 FEET FROM THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER 20 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 20 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF; THENCE WESTERLY TO THE POINT OF BEGINNING.

Real property in the City of Stanton, County of Orange, State of California, described as follows:

PARCEL 1:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP IN BOOK 51, PAGE 11, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE ORANGE COUNTY RECORDER, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER DISTANT SOUTH 89° 35' 50" WEST 205 FEET FROM THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER, 20 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF, 20 FEET, THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF, THENCE WESTERLY TO THE POINT OF BEGINNING.

APN: 079-371-15

PARCEL 2;

AN EASEMENT FOR INGRESS AND EGRESS AS RESERVED IN THE GRANT DEED RECORDED MAY 17, 1951 IN BOOK 2189, PAGE 286 OF OFFICIAL RECORDS OVER THE NORTH 15 FEET OF THE EAST 185.00 FEET OF THE EAST ONE-HALF OF THE SOUTH ONE-HALF OF THE EAST 10.00 ACRES OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 23, IN TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF

RECORDED IN BOOK 51, PAGE 11, MISCELLANEOUS MAPS, RECORDS OF SAID
ORANGE COUNTY.

EXCEPTING THEREFROM THE SOUTH 256.00 FEET.

DRAFT

EXHIBIT "B"
Property Location

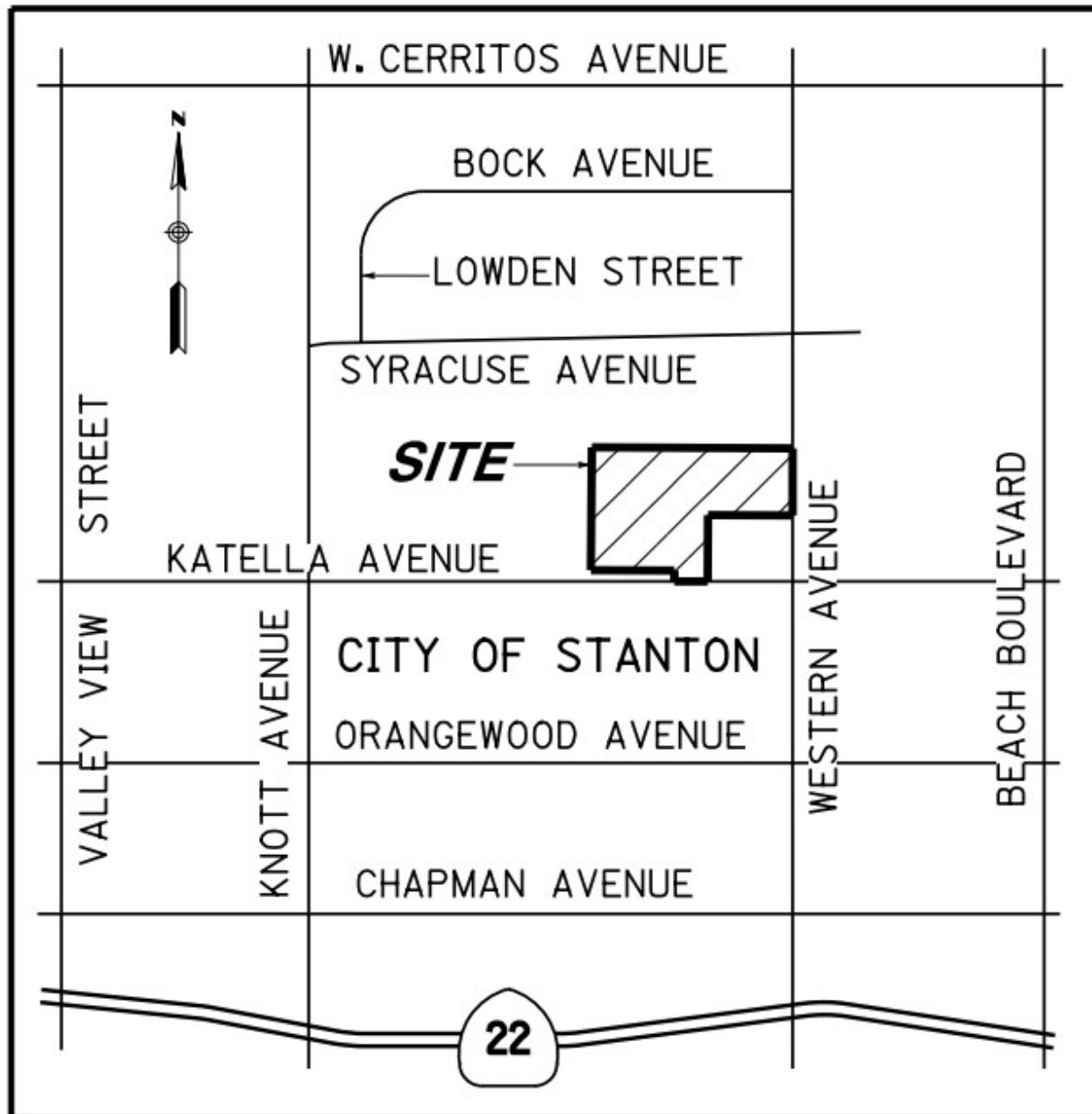


EXHIBIT “C”

Development Plan

Subject to the terms of this Agreement, the Project includes the construction of a standalone residential development as depicted below. The residential development will be comprised of no more than 36 detached residential units. The residential units will include: (1) 23 three-bedroom units that are each approximately 1,771 square feet in size and (2) 13 four-bedroom units that are each approximately 1,931 square feet in size. The three-bedroom units will each have a three-car garage, comprised of two standard parking spaces plus one tandem space. The four-bedroom units will each have a two-car garage. Guest parking spaces will be provided at four locations along the western portion and at the center of the Property. Collectively, the Project will include at least 118 parking spaces (72 garage spaces plus at least 23 guest spaces).

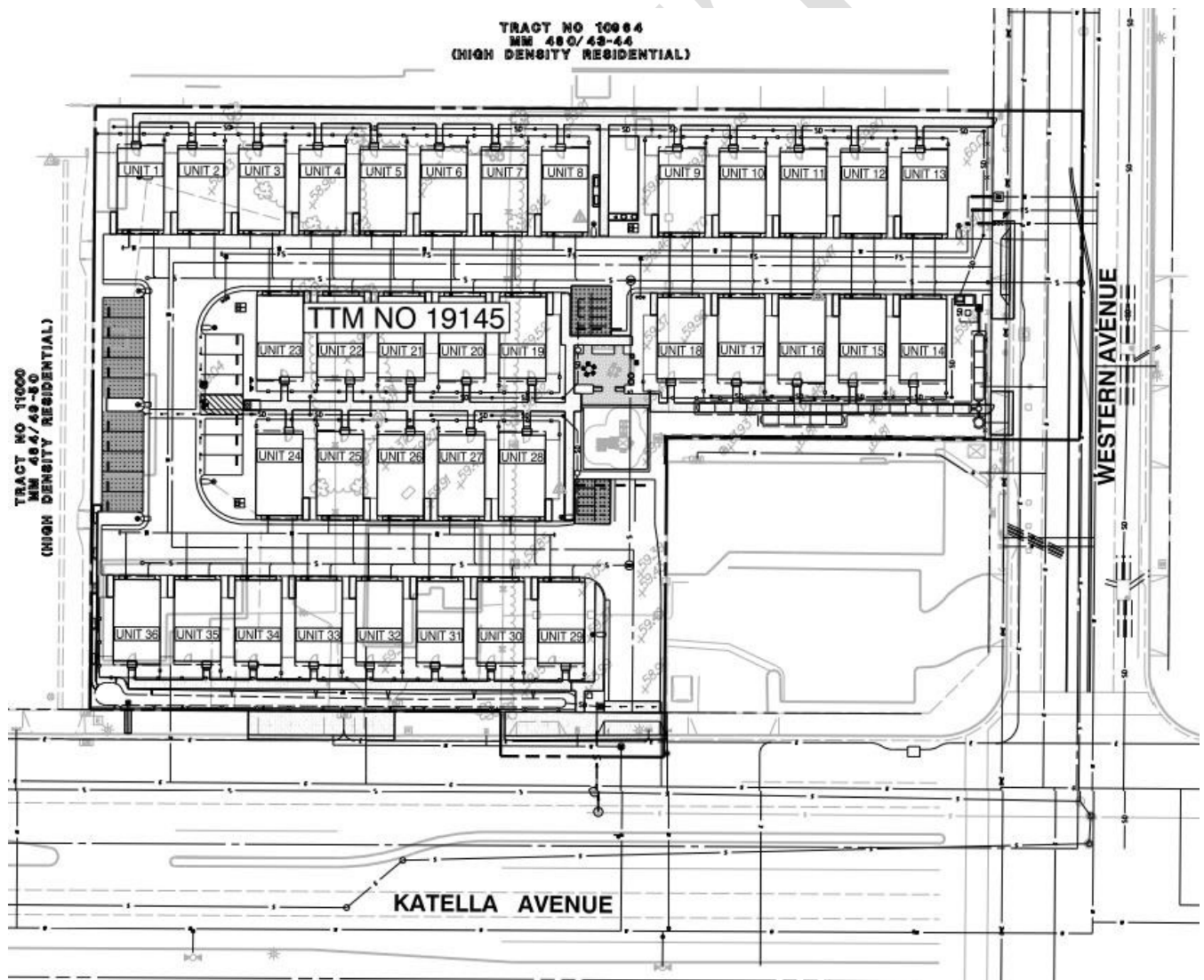


Exhibit C

EXHIBIT “D”

(Development Impact Fees)

<u>Development Impact Fee</u>	<u>Per Unit Amount</u>
Street Fee	\$398
Traffic Signal Fee	\$89
Community Center	\$295
Police Facilities	\$267
Park in Lieu Fee	\$11,173

DRAFT

EXHIBIT “E”

(First Amended and Restated Disposition and Development Agreement)

DRAFT

Recording requested by and
when recorded mail to:

CITY OF STANTON
Attn: Patricia A. Vazquez
7800 KATELLA AVE.
STANTON, CA 90680

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



NO FEE

* \$ R 0 0 1 2 3 5 1 6 5 0 \$ *
2020000744236 8:40 am 12/17/20

63 503A A17 80

0.00 0.00 0.00 0.00 237.00 0.00 0.000.000.00 0.00

EXEMPT FROM RECORDING FEES PER ☒
GOVERNMENT CODE SECTION 2738

(Space above this line for Recorder's use)

**FIRST AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
(7455 KATELLA AVENUE, STANTON, CA 90680)**

by and between the

STANTON HOUSING AUTHORITY,
a joint exercise of powers authority,

and

KB HOME COASTAL INC.,
a California corporation

August 11, 2020

NF
11
80P

63

**FIRST AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
(7455 Katella Avenue)**

by and between the

STANTON HOUSING AUTHORITY,
a joint exercise of powers authority,

and

KB HOME COASTAL INC.,
a California corporation

August 11, 2020 PHV
[Dated as of **TO BE DETERMINED**, for reference purposes only]

**FIRST AMENDED AND RESTATED
DISPOSITION AND DEVELOPMENT AGREEMENT
(7455 Katella Avenue)**

This FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (7455 Katella Avenue) ("**Agreement**") is dated as of **[TO BE DETERMINED]**, for reference purposes only, and is entered into by and between the HOUSING AUTHORITY OF THE CITY OF STANTON, a public body, corporate and politic ("**HA**"), and KB HOME COASTAL INC., a California corporation ("**Developer**"). HA and Developer enter into this Agreement with reference to the following recitals of fact (each, a "**Recital**"): August 11, 2020
PMV

RECITALS

A. The Redevelopment Agency for the City of Stanton ("**RDA**") owned certain real property located at 7455 Katella Avenue, Stanton, California (APN 079-371-09) consisting of approximately forty-six hundredths (.46) of an acre ("**Property**"), as more particularly defined in Section 1.1.70 of this Agreement.

B. Assembly Bill 1X 26, enacted as part of the 2011-2012 State of California budget bill, and as modified by the Supreme Court of the State of California in the matter of *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861 dissolved and set out procedures for the wind-down of all redevelopment agencies throughout the State effective February 1, 2012, and in June 2012, the California Legislature adopted Assembly Bill 1484 (Assembly Bill 1X 26 and Assembly Bill 1484 are collectively referred to herein as the "**Dissolution Act**") further modifying some of the procedures set forth in Assembly Bill 1X 26, and adding certain other procedures and requirements for the dissolution and wind-down of redevelopment agencies.

C. HA is the successor entity to the RDA and, pursuant to the Dissolution Act, upon the RDA's dissolution the Property automatically transferred to the HA.

D. Pursuant to Health and Safety Code section 34177(e), HA is responsible for disposing of the assets and properties of the former RDA, as directed by the Oversight Board to the HA, expeditiously and in a manner aimed at maximizing value.

E. In order to dispose of the Property expeditiously and in a manner aimed at maximizing value, HA and Developer entered into that certain Disposition and Development Agreement dated October 22, 2019 ("**Original DDA**") which provided for Developer to acquire the Property from HA and develop the Property as the Project (defined in Section 1.1.69 below). It is intended that the Project will be part of a larger residential community referred to herein as the "Community", which is more particularly described in Section 1.1.13 below.

F. Developer was unable to proceed with the Community and Project as originally anticipated and now requests the Original DDA be amended to reflect current terms and conditions.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AND THE PROMISES AND COVENANTS OF HA AND DEVELOPER SET FORTH IN THIS AGREEMENT, HA AND DEVELOPER AGREE, AS FOLLOWS:

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 **Definitions.** The following words, terms and phrases are used in this Agreement with the following meanings, unless the particular context or usage of a word, term or phrase requires another interpretation:

1.1.1 **Affiliate.** Any other Person, directly or indirectly, Controlling or Controlled by or under common Control with the specified Person.

1.1.2 **Agreement.** This First Amended and Restated Disposition and Development Agreement (7455 Katella Avenue) by and between HA and Developer, including all of the exhibits attached to this Agreement.

1.1.3 **ALTA Survey.** A survey of the Community, inclusive of the Property, prepared by a State licensed civil engineer or surveyor selected by Developer in accordance with current ALTA/ASCM standards and sufficient for the Title Company to issue the Developer Title Policy.

1.1.4 **Application.** Any agreement, application, certificate, document or submission (or amendment of any of the foregoing): (a) necessary or appropriate for the Project, including any application for any building permit, utility service or hookup, easement, covenant, condition, restriction, subdivision or such other instrument as Developer may reasonably request for the Project; or (b) to enable Developer to seek any Approval or to use and operate the Project in accordance with this Agreement.

1.1.5 **Approval.** Any license, permit, approval, consent, certificate, ruling, variance, authorization, conditional use permit, Land Use Entitlements or amendment to any of the foregoing, as shall be necessary or appropriate under any Law to commence, perform or complete the construction of the Project on the Property, including any associated CEQA Document.

1.1.6 **Bankruptcy Proceeding.** Any proceeding, whether voluntary or involuntary, under Title 11, United States Code, and any other or successor State or Federal statute relating to assignment for the benefit of creditors, appointment of a receiver or trustee, bankruptcy, composition, insolvency, moratorium, reorganization, or similar matters.

1.1.7 **Business Day.** Any weekday on which HA is open to conduct regular business functions with HA personnel.

1.1.8 **CEQA.** The California Environmental Quality Act, Public Resources Code Section 21000 *et seq.*

1.1.9 **CEQA Documents.** Any exemption determination, any Negative Declaration (mitigated or otherwise) or any Environmental Impact Report (including any addendum or amendment to, or subsequent or supplemental Environmental Impact Report) required or permitted by any Government, pursuant to CEQA, to issue any Approvals for the Community, inclusive of the Project.

1.1.10 **City.** The City of Stanton, a California municipal corporation.

1.1.11 **Claim.** Any claim, loss, cost, damage, expense, liability, lien, action, cause of action (whether in tort, contract, under statute, at law, in equity or otherwise), charge, award, assessment, fine or penalty of any kind (including consultant and expert fees and expenses and investigation costs of whatever kind or nature, and if an Indemnitor improperly fails to provide a defense for an Indemnatee, then Legal Costs) and any judgment. Claims include but are not limited to claims for: (i) injury to any Person (including death at any time resulting from that injury); (ii) loss of, injury or damage to, or destruction of property (including all loss of use resulting from that loss, injury, damage, or destruction) regardless of where located; (iii) any worker's compensation claim or determination; (iv) any Prevailing Wage Action; or (v) any Environmental Claim.

1.1.12 **Close of Escrow.** The first date on which the Escrow Agent has filed all of the documents set forth in Section 3.9.1 with the County for recording in the official records of the County in accordance with Section 3.9.1.

1.1.13 **Community.** That certain proposed residential community of approximately thirty-six (36) residential units, including the approximately seven (7) residential units within the Project, and associated common areas, as depicted on Exhibit B attached hereto.

1.1.14 **Control.** Possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by ownership of Equity Interests, by contract or otherwise.

1.1.15 **County.** The County of Orange, California.

1.1.16 **Default.** An Escrow Default, Monetary Default or Non-Monetary Default.

1.1.17 **Default Interest.** Interest at an annual rate equal to the lesser of: (a) eight percent (8%) per annum; or (b) the highest rate of interest, if any, that Law allows under the circumstances.

1.1.18 **Deposit.** Ten Thousand Dollars (\$10,000) in cash or immediately available funds to be deposited into Escrow within five (5) Business Days after Escrow opening ("**First Deposit**"). An additional Ten Thousand Dollars (\$10,000) shall be deposited into Escrow within three (3) Business Days after expiration of the Due Diligence Period ("**Second Deposit**") unless this Agreement has been terminated pursuant to the provisions hereof. Collectively the First Deposit and Second Deposit shall be referred to as the "Deposit."

1.1.19 **Developer.** KB HOME COASTAL INC., a California corporation, and any successors or assigns of KB HOME COASTAL INC. permitted under the terms and conditions of this Agreement.

1.1.20 **Developer Parties.** Collectively, Developer and the directors, officers, employees, agents, shareholders, members, managers and partners of Developer.

1.1.21 **Developer Title Policy.** An ALTA extended coverage owners' policy of title insurance issued by the Title Company, with coverage in the amount of the Purchase Price, showing title to the Property vested in Developer.

1.1.22 **Development Agreement.** That certain Development Agreement to be agreed upon between the City and Developer, if at all, prior to the expiration of the Due Diligence Period and to be entered into and recorded in the official records of the County at or before the Close of Escrow.

1.1.23 **Documents.** Documents means those Documents delivered by HA to Developer pursuant to Section 2.4.4 below.

1.1.24 **Due Diligence Completion Notice.** A written notice from Developer delivered to HA prior to the end of the Due Diligence Period stating Developer's unconditional acceptance of the condition of the Property, including the terms and provisions of the Development Agreement, or stating Developer's rejection of the condition of the Property or the terms and provisions of the Development Agreement and its refusal accept a conveyance of title to the Property.

1.1.25 **Due Diligence Investigations.** Developer's due diligence investigations of the Property to determine the suitability of the Property for development of the Project for market rate for-sale housing, including, without limitation, any governmental land regulations, zoning ordinances, development costs, financial and market feasibility, all covenants, conditions and restrictions and other contracts, agreements or documents affecting the Property, proposed or existing assessment districts affecting the Property, the status of the entitlement or

development condition of the Property, the physical condition of the Property, including soil and geological assessments, a Phase I environmental audit and, if recommended in the Phase I environmental audit, soil sampling and analysis, as deemed appropriate in the reasonable discretion of Developer, all at the sole cost and expense of Developer.

1.1.26 **Due Diligence Period.** The time period of forty-five (45) continuous calendar days commencing on the day immediately following the Escrow Opening Date.

1.1.27 **Effective Date.** The first date on which all of the following have occurred: (a) HA has received three (3) counterpart originals of this Agreement signed by the authorized representative(s) of Developer; (b) HA has received a certified copy of the official action taken by the Developer approving this Agreement signed by the authorized representative(s) of Developer, in a form attached to this Agreement as Exhibit D, (c) this Agreement is approved by the governing body of HA and duly executed on behalf of HA; and (d) Developer has received from HA a fully executed counterpart original of the of this Agreement and a Notice of the Effective Date. Developer shall insert in such Notice the date received by Developer and shall sign and return a copy of such Notice to HA within seven (7) calendar days after receipt of such Notice. HA's failure to send the Notice or Developer's failure to return shall not invalidate or modify the Effective Date. The Effective shall be no later than thirty (30) days following the date this Agreement is approved by the governing body of the HA.

1.1.28 **Environmental Claim.** Any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses, including Legal Costs and fees and costs of environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever, directly or indirectly, relating to or arising from any actual or alleged violation of any Environmental Laws or Hazardous Material Discharge.

1.1.29 **Environmental Laws.** All Federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Material (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 USC Section 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 USC Section 6901 et seq.]; the Clean Water Act, also known as the Federal Water

Pollution Control Act ("FWPCA") [33 USC Section 1251 et seq.]; the Toxic Substances Control Act ("TSCA") [15 USC Section 2601 et seq.]; the Hazardous Materials Transportation Act ("HMTA") [49 USC Section 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 USC Section 6901 et seq.] the Clean Air Act [42 USC Section 7401 et seq.]; the Safe Drinking Water Act [42 USC Section 300f et seq.]; the Solid Waste Disposal Act [42 USC Section 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USC Section 101 et seq.] the Emergency Planning and Community Right to Know Act [42 USC Section 11001 et seq.]; the Occupational Safety and Health Act [29 USC Section 655 and 657]; the California Underground Storage of Hazardous Substances Act [California Health & Safety Code Section 25288 et seq.]; the California Hazardous Substances Account Act [California Health & Safety Code Section 25300 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [California Health & Safety Code Section 24249.5 et seq.]; the Porter-Cologne Water Quality Act [California Water Code Section 13000 et seq.]; together with any amendments of or regulations promulgated under the statutes cited above or any other Federal, State, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene (to the extent the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Materials on, under, or about the Property) or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

1.1.30 **Equity Interest.** All or any part of any direct equity or ownership interest(s) (whether stock, partnership interest, beneficial interest in a trust, membership interest in a limited liability company, or other interest of an ownership or equity nature) in any entity, at any tier of ownership, that directly owns or holds any ownership or equity interest in a Person.

1.1.31 **Escrow.** An escrow, as defined in Civil Code Section 1057 and Financial Code Section 17003(a), that is conducted by the Escrow Agent with respect to the conveyance of the Property from HA to Developer pursuant to this Agreement.

1.1.32 **Escrow Agent.** First American Title Company, through its office located at 18500 Von Karman Avenue, Suite 600, Irvine, CA 92612, Attention: Jeanne Gould, Email: jagould@firstam.com, or such other Person mutually agreed upon in writing by both HA and Developer.

1.1.33 **Escrow Closing Statement.** A statement prepared by the Escrow Agent indicating among other things, the Escrow Agent's estimate of all funds to be deposited or received by HA or Developer, respectively, and all charges to be paid by HA or Developer, respectively, through the Escrow.

1.1.34 **Escrow Default.** The unexcused failure to submit any document or funds to the Escrow Agent as reasonably necessary to close the Escrow,

pursuant to the terms and conditions of this Agreement, after all other conditions precedent to the Close of Escrow for the benefit of such Party are satisfied or waived by such Party.

1.1.35 **Escrow Opening Date.** The first date on which a copy of this Agreement signed by both HA and Developer is deposited with the Escrow Agent which shall occur within five (5) Business Days after the Effective Date. If Escrow is not opened within five (5) Business Days after the Effective Date, this Agreement shall be null and void.

1.1.36 **Event of Default.** The occurrence of any one or more of the following:

(a) *Monetary Default.* A Monetary Default that continues for seven (7) calendar days after Notice from the non-defaulting Party, specifying in reasonable detail the amount of money not paid and the nature and calculation of each such payment;

(b) *Escrow Default.* An Escrow Default that continues for seven (7) calendar days after Notice from the non-defaulting Party, specifying in reasonable detail the document or funds not submitted;

(c) *Bankruptcy or Insolvency.* Developer admits in writing that Developer is unable to pay its debts as they become due or becomes subject to any Bankruptcy Proceeding (except an involuntary Bankruptcy Proceeding dismissed within ninety (90) calendar days after commencement), or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Developer's assets or Developer's interest in this Agreement, the Property or the Project (unless such appointment, attachment, execution, or other seizure was involuntary, and is contested with diligence and continuity and vacated and discharged within ninety (90) calendar days); or

(d) *Non-Monetary Default.* Any Non-Monetary Default other than those specifically addressed in the preceding subsection (c) that is not cured within thirty (30) calendar days after Notice to the Party alleged to be in Default describing the Non-Monetary Default in reasonable detail, or, in the case of a Non-Monetary Default that cannot with reasonable diligence be cured within thirty (30) calendar days after the effective date of such Notice, if the Party alleged to be in Default does not do all of the following: (a) within thirty (30) calendar days after the initial Notice of such Non-Monetary Default, advise the other Party of the intention of the Party alleged to be in Default to take all reasonable steps to cure such Non-Monetary Default; (b) duly commence such cure within such period; and (c) diligently prosecute such cure to completion within a reasonable time under the circumstances.

1.1.37 **Executive Director.** The Executive Director of HA or his or her designee or successor in function.

1.1.38 **Federal.** The federal government of the United States of America.

1.1.39 **Final Approval.** An Approval shall be a Final Approval when such Approval has been approved by the applicable Government agency on terms and conditions acceptable to Developer in its reasonable discretion and all time periods for initiating a legal challenge (appeal, writ, referendum, or otherwise, including, without limitation) to such Approval have passed without such a legal challenge having been initiated, or if a legal challenge has been initiated, it has been resolved on terms and conditions satisfactory to Developer in its sole and absolute discretion and, in the case of Third Person easements, licenses and permits, such documents have been prepared and signed by all applicable Third Persons in form and content acceptable to Buyer in its sole and absolute discretion.

1.1.40 **Form 593.** A California Franchise Tax Board Form 593-C.

1.1.41 **Government.** Any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (Federal, State, County, district, municipal, City, HA or otherwise) whether now or later in existence.

1.1.42 **HA.** The Housing Authority of the City of Stanton, a public body, corporate and politic.

1.1.43 **HA Deed.** A grant deed conveying the Property from HA to Developer, at the Close of Escrow, substantially in the form of Exhibit E attached to this Agreement.

1.1.44 **HA Parties.** Collectively, HA and the officials, officers, employees, agents and volunteers of HA.

1.1.45 **Hazardous Material.** Any flammable substances, explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, explosives, petroleum, petroleum products and any "hazardous" or "toxic" material, substance or waste that is defined by those or similar terms or is regulated as such under any Law, including any material, substance or waste that is: (a) defined as a "hazardous substance" under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; (b) designated as "hazardous substances" pursuant to 33 U.S.C. § 1321; (c) defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., as amended; (d) defined as a "hazardous substance" or "hazardous waste" under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund

Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq., or any so-called “superfund” or “superlien” law; (e) defined as a “pollutant” or “contaminant” under 42 U.S.C. § 9601(33); (f) defined as “hazardous waste” under 40 C.F.R. Part 260; (g) defined as a “hazardous chemical” under 29 C.F.R. Part 1910; (h) any matter within the definition of “hazardous substance” set forth in 15 U.S.C. § 1262; (i) any matter, waste or substance regulated under the Toxic Substances Control Act (“TSCA”) [15 U.S.C. Sections 2601 et seq.]; (j) any matter, waste or substance regulated under the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq.; (k) those substances listed in the United States Department of Transportation (DOT) Table [49 C.F.R. 172.101]; (l) any matter, waste or substances designated by the EPA, or any successor authority, as a hazardous substance [40 C.F.R. Part 302]; (m) any matter, waste or substances defined as “hazardous waste” in Section 25117 of the California Health and Safety Code; (n) any substance defined as a “hazardous substance” in Section 25316 of the California Health and Safety Code; (o) subject to any other Law regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source; or (p) other substances, materials, or wastes that are, or become, regulated or classified as hazardous or toxic under Law or in the regulations adopted pursuant to said Law, including manure, asbestos, polychlorinated biphenyl, flammable explosives and radioactive material.

1.1.46 **Hazardous Material Discharge.** Any deposit, discharge, generation, release, or spill of a Hazardous Material that occurs at, on, under, into or from the Property, or during transportation of any Hazardous Material to or from the Property, or that arises at any time from the construction, installation, use or operation of the Project or any activities conducted at, on, under or from the Property, whether or not caused by a Party.

1.1.47 **Indemnify.** Where this Agreement states that any Indemnitor shall “indemnify” any Indemnitee from, against, or for a particular Claim, that the Indemnitor shall indemnify the Indemnitee and defend and hold the Indemnitee harmless from and against such Claim (alleged or otherwise). “**Indemnified**” shall have the correlative meaning.

1.1.48 **Indemnitee.** Any Person entitled to be Indemnified under the terms of this Agreement.

1.1.49 **Indemnitor.** A Party that agrees to Indemnify any other Person under the terms of this Agreement.

1.1.50 **Independent Contract Consideration.** Defined in Section 2.2.

1.1.51 **Land Use Entitlements.** All land use entitlements required in connection with the development of the Community, including, without limitation, a tentative subdivision map, final map, a zone change, conditional use permit, general and/or specific plan amendment, necessary or appropriate for the use and development of the Property for the Project and all easements, licenses, and permits required from any Government or Third Person to construct improvements to service the Project and/or to grade and develop the Project (including without limitation an unrestricted grading permit per the grading plan approved by the City and a demolition permit for any existing structures on the Property, both in ready-to-issue condition subject only to payment of applicable permit fees and posting of applicable bonds), in form and content satisfactory to Developer in its sole and absolute discretion.

1.1.52 **Law.** Every law, ordinance, requirement, order, proclamation, directive, rule, or regulation of any Government applicable to the Property or the Project, in any way, including any development, use, maintenance, taxation, operation, or occupancy of, or environmental conditions affecting the Property or the Project, or relating to any taxes, or otherwise relating to this Agreement or any Party's rights, obligations or remedies under this Agreement, whether in force on the Effective Date or passed, enacted, modified, amended or imposed at some later time, subject in all cases, however, to any applicable waiver, variance, or exemption.

1.1.53 **Legal Costs.** In reference to any Party, all reasonable costs and expenses such Party incurs in any legal proceeding (or other matter for which such Party is entitled to be reimbursed for its Legal Costs), including reasonable attorneys' fees, court costs and expenses and consultant and expert witness fees and expenses.

1.1.54 **Liability Insurance.** Commercial general liability insurance against claims for bodily injury, personal injury, death, or property damage occurring upon, in, or about the Property, the Project or adjoining streets or passageways, with a minimum liability limit of Two Million Dollars (\$2,000,000) for any one occurrence and which may be provided through a combination of primary insurance in the amount of One Million Dollars (\$1,000,000), and excess or self-insurance for the balance.

1.1.55 **Monetary Default.** Any failure by either Party to pay or deposit, when and as this Agreement requires, any amount of money, any bond or surety or evidence of any insurance coverage required to be provided under this Agreement, whether to or with a Party or a Third Person, except to the extent constituting an Escrow Default.

1.1.56 **Non-Monetary Default.** The occurrence of any of the following, except to the extent constituting a Monetary Default or an Escrow Default:

(a) any failure of a Party to perform any of its obligations under this Agreement; (b) any failure of a Party to comply with any material restriction or prohibition in this Agreement; or (c) any other event or circumstance that, with passage of time or giving of Notice, or both, or neither, would constitute a breach of this Agreement by a Party.

1.1.57 **Notice.** Any consent, demand, designation, election, notice, or request relating to this Agreement, including any Notice of Default. All Notices must be in writing.

1.1.58 **Notice of Default.** Any Notice claiming or giving Notice of a Default or alleged Default.

1.1.59 **Notify.** To give a Notice.

1.1.60 **Outside Closing Date.** The date that is Fourteen (14) months following the expiration of the Due Diligence Period; provided, however, the Outside Closing Date shall be extended for up to two (2) consecutive one (1) month extensions in order to satisfy any unsatisfied conditions precedent to the Close of Escrow set forth in Sections 3.4 or 3.5 below which are not the result of a default of a Party. All references herein to "Outside Closing Date" shall include any extensions agreed upon, in writing, by the Parties.

1.1.61 **Parties.** Collectively, HA and Developer.

1.1.62 **Party.** Individually, either HA or Developer, as applicable.

1.1.63 **Permitted Exception.** All exceptions appearing on the Preliminary Report that are: (i) standard printed exceptions in the Title Policy issued by Title Company; (ii) general and special real property taxes and assessments, a lien not yet due and payable; and (iii) any other easements, rights of way, covenants, conditions and restrictions of record, other than Prohibited Exceptions.

1.1.64 **Person.** Any association, corporation, governmental entity or agency, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind.

1.1.65 **Preliminary Report.** The preliminary report issued by the Title Company in contemplation of issuance of the Developer Title Policy, accompanied by the best available copies of all documents listed in Schedule B of the report as exceptions to coverage under the proposed policy of title insurance.

1.1.66 **Prevailing Wage Action.** Any of the following: (a) any determination by the State Department of Industrial Relations that prevailing wage rates should have been paid, but were not; (b) any determination by the State Department of Industrial Relations that higher prevailing wage rates than those paid should have been paid; (c) any administrative or legal action or proceeding arising

from any failure to comply with any of California Labor Code Sections 1720 through 1781, as amended from time to time, or any Federal Law regarding prevailing wages, including maintaining certified payroll records pursuant to California Labor Code Section 1776; or (d) any administrative or legal action or proceeding to recover wage amounts at law or in equity, including pursuant to California Labor Code Section 1781 or applicable Federal Law.

1.1.67 **Prohibited Encumbrance.** Any Security Instrument, mechanic's lien, easement or other encumbrance recorded or asserted against the Property or the Project that is not a Permitted Encumbrance.

1.1.68 **Prohibited Exception.** Any monetary liens or encumbrances, claims to fee title or leasehold or other possessory interests in the Property or other exceptions to title set forth in the Preliminary Report or any supplement thereto which unless expressly waived in a Title Waiver Notice, are not unconditionally approved by Developer in Developer's Title Notice or, if conditionally approved, the conditions to approval are not satisfied.

1.1.69 **Project.** The planning, design, construction and sale by Developer of seven (7) private residential, market-rate for-sale homes on the Property, including associated common areas and off-site infrastructure improvements necessary to serve the homes on the Property, all as specifically described in the Scope of Development, described in Exhibit F attached to this Agreement, and all to be developed in accordance with plans and specifications approved by the City and any conditions imposed by City in its consideration of Developer's development Application related to the Project.

1.1.70 **Property.** The property located at 7455 Katella Avenue, Stanton, California (APN 079-371-09), as more particularly described in Exhibit A attached to this Agreement.

1.1.71 **Purchase Price.** Eight Hundred Ten Thousand Dollars (\$810,000), which amount represents the fair market value for the Property according to that certain Appraisal Report dated October 30, 2017.

1.1.72 **State.** The State of California.

1.1.73 **Third Person.** Any Person that is not a Party, an Affiliate of a Party or an elected official, officer, director, manager, shareholder, member, principal, partner, employee or agent of a Party.

1.1.74 **Title Company.** First American Title Company, Attn. Hugo Tello, or such other Person mutually agreed upon in writing by both HA and Developer.

1.1.75 **Title Notice.** A written notice from Developer to HA stating Developer's acceptance of the state of the title to the Property or specified exceptions to the state of title to the Property, as described in the Preliminary Report for the Developer Title Policy, or Developer's disapproval or conditional approval of specific matters shown in such Preliminary Report as exceptions to coverage under the proposed Developer Title Policy, describing in reasonable detail the actions that Developer reasonably believes are indicated to obtain Developer's unconditional approval of the state of the title to the Property.

1.1.76 **Title Notice Response.** The written response of HA to the Title Notice, in which HA either elects to: (a) cause the removal from the Preliminary Report for the Developer Title Policy of any matters disapproved or conditionally approved in the Title Notice; (b) obtain title or other insurance or endorsement in a form satisfactory to Developer in its sole and absolute discretion insuring against any matters disapproved or conditionally approved in the Title Notice; or (c) not take either action described in clause "(a)" or "(b)" of this Section 1.1.76.

1.1.77 **Title Notice Waiver.** A written notice from Developer to HA waiving Developer's previous disapproval or conditional approval in the Title Notice of specific matters shown in Schedule B of the Preliminary Report for the Developer Title Policy as exceptions to coverage under the proposed Developer Title Policy.

1.1.78 **Unavoidable Delay.** A delay in either Party performing any obligation under this Agreement arising from or on account of any cause whatsoever beyond the Party's reasonable control, including strikes, labor troubles or other union activities, casualty, war, acts of terrorism, riots, litigation, governmental action or inaction, regional natural disasters, inclement weather or inability to obtain materials. Unavoidable Delay shall not include delay caused by a Party's financial condition or insolvency.

1.1.79 **Waiver of Subrogation.** A provision in, or endorsement to, any insurance policy, by which the carrier agrees to waive rights of recovery by way of subrogation against either Party to this Agreement for any loss such policy covers.

1.1.80 **Worker's Compensation Insurance.** Worker's compensation insurance complying with the provisions of State law and an employer's liability insurance policy or endorsement to a liability insurance policy, with a minimum liability limit in accordance with the provisions of California law covering all employees of Developer.

2. **PROPERTY PURCHASE AND SALE**

2.1 Purchase and Sale.

2.1.1 **Opening of Escrow.** Subject to all of the terms and conditions of this Agreement, HA shall convey title to the Property to Developer in consideration of Developer paying the Purchase Price to HA and Developer's performance of Developer's promises and covenants set forth in this Agreement. Developer shall accept conveyance of title to the Property from HA, subject to the Permitted Exceptions, pursuant to the terms, conditions, covenants, and agreements set forth in this Agreement or the HA Deed. For the purposes of exchanging documents to complete the conveyance of title to the Property from HA to Developer and the acquisition of title to the Property by Developer from HA, pursuant to the terms and conditions of this Agreement, HA and Developer agree to open the Escrow with the Escrow Agent. The provisions of Section 3 of this Agreement are the joint escrow instructions of the Parties to the Escrow Agent for conducting the Escrow.

2.1.2 **Deposit.** Within five (5) Business Days after the opening of the Escrow, Developer shall deliver the First Deposit to the Escrow Agent. Within three (3) Business Days following the expiration of the Due Diligence Period and provided that Developer has timely delivered to HA a Due Diligence Completion Notice wherein Developer has accepted the condition of the Property and Developer and City have agreed, in writing, upon the terms and provisions of the Development Agreement, Developer shall deliver the Second Deposit to the Escrow Agent. Upon the Close of Escrow, the Deposit shall be credited to Developer towards the Purchase Price.

2.2 Independent Contract Consideration. Upon receipt of the First Deposit, Escrow Agent shall deliver to HA the sum of one hundred dollars (\$100.00) from the First Deposit ("**Independent Contract Consideration**"), which amount has been bargained for and agreed to as adequate consideration for Developer's right to purchase the Property with the right to terminate this Agreement during the Due Diligence Period and for HA's execution, delivery and performance of this Agreement. The Independent Contract Consideration is independent of all other consideration provided in this Agreement and is nonrefundable to Developer in all events.

2.3 Developer Approval of Title to Property.

2.3.1 **Title Notice.** After the Escrow Opening Date, Developer shall request that Title Company prepare and deliver the Preliminary Report to both HA and Developer. Within thirty (30) calendar days following Developer's receipt of the Preliminary Report, but in all cases before the end of the Due Diligence Period, Developer shall send the Title Notice to HA.

2.3.2 **Failure to Deliver Title Notice.** If Developer fails to send the Title Notice to HA within the time period provided in Section 2.3.1, Developer will be deemed to disapprove the status of title to the Property and refuse to accept

conveyance of title to the Property, Developer shall be deemed to have terminated this Agreement and the Parties and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13.

2.3.3 Title Notice Response. Within fifteen (15) calendar days following HA's receipt of the Title Notice (if any), HA shall send the Title Notice Response to Developer. If the Title Notice does not disapprove or conditionally approve any matter in the Preliminary Report or Developer fails to deliver the Title Notice, HA shall not be required to send the Title Notice Response. If HA does not send the Title Notice Response, if necessary, within the time period provided in this Section 2.3.3, HA shall be deemed to elect not to take any action in reference to the Title Notice. If HA elects in the Title Notice Response to take any action in reference to the Title Notice, HA shall complete such action, prior to the Close of Escrow or as otherwise specified in the Title Notice Response.

2.3.4 Title Notice Waiver. If HA elects or is deemed to have elected not to address one or more matters set forth in the Title Notice to Developer's reasonable satisfaction, then within ten (10) calendar days after the earlier of: (a) Developer's receipt of HA's Title Notice Response; or (b) the last date for HA to deliver its Title Notice Response pursuant to Section 2.3.3, Developer shall either: (i) refuse to accept the title to and conveyance of the Property, or (ii) waive its disapproval or conditional approval of all such matters set forth in the Title Notice by sending the Title Notice Waiver to HA. Failure by Developer to timely send the Title Notice Waiver, where the Title Notice Response or HA's failure to deliver the Title Notice Response results in HA's election not to address one or more matters set forth in the Title Notice to Developer's reasonable satisfaction, will be deemed Developer's continued refusal to accept the title to and conveyance of the Property, in which case Developer shall be deemed to have terminated this Agreement and the Parties and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13.

2.3.5 No Termination Liability. Any termination of this Agreement and cancellation of the Escrow pursuant to a right provided in this Section 2.3 shall be without liability to the other Party or any other Person. Termination shall be automatic if Developer does not deliver the Title Notice and the Title Notice Waiver in a timely manner pursuant to the terms of this Section 2.3. Developer may also terminate this Agreement by delivery of a Notice of termination to both HA and the Escrow Agent. Upon termination of this Agreement, the Parties and the Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13. Once a Notice of termination is given pursuant to this Section 2.3, delivery of a Title Notice or Title Notice Waiver shall have no force or effect and this Agreement shall terminate in accordance with the Notice of termination.

2.4 Developer Due Diligence Investigations.

2.4.1 **Time and Expense.** Developer shall complete all Due Diligence Investigations that Developer deems appropriate in its sole and absolute discretion, within the Due Diligence Period and shall conduct all Due Diligence Investigations at Developer's sole cost and expense.

2.4.2 **Right to Enter.** HA licenses Developer to enter the Property for the sole purpose of conducting the Due Diligence Investigations, subject to all of the terms and conditions of this Agreement. The license given in this Section 2.4.2 shall terminate with the termination of the Due Diligence Period unless Developer has delivered to HA the Due Diligence Completion Notice stating Developer's unconditional acceptance of the condition of the Property and delivered to Escrow Agent the Second Deposit, in which event, Developer may, thereafter, continue to enter the Property for purposes of conducting such other Due Diligence Investigations as Developer deems reasonably necessary subject to all requirements and indemnities of this Agreement. Any Due Diligence Investigations by Developer shall not unreasonably disrupt any then existing use or occupancy of the Property. Developer shall provide HA forty-eight (48) hours advance written notice of Developer's intent to enter the Property.

2.4.3 **Limitations.** Developer shall not conduct any intrusive or destructive testing on any portion of the Property, other than low volume soil samples, or other testing required to prepare necessary environmental documents for the development of the Project, without HA's prior written consent, which shall not be unreasonably withheld or delayed. Developer shall pay all of Developer's vendors, inspectors, surveyors, consultants or agents engaged in any inspection or testing of the Property, such that no mechanics liens or similar liens for work performed are imposed upon the Property by any such Person. Following the conduct of any Due Diligence Investigations on the Property, Developer shall restore the Property to substantially its condition prior to the conduct of such Due Diligence Investigations.

2.4.4 **HA Delivery of Documents.** HA shall deliver to Developer for its review all data, correspondence, documents, agreements, waivers, notices, reports, and other records regarding the Property in the HA's or its agents' possession within ten (10) calendar days following the Effective Date. This paragraph only requires the HA to disclose those documents which would be required to be disclosed in any commercial arm's length transaction involving the sale of land.

2.4.5 **Indemnification of HA.** The activities of Developer or Developer's agents directly or indirectly related to the Due Diligence Investigations shall be subject to Developer's Indemnity obligations pursuant to Section 5.5.2.

2.4.6 **Due Diligence Completion Notice.** Developer shall deliver a Due Diligence Completion Notice to HA prior to the end of the Due

Diligence Period. If Developer does not unconditionally accept the condition of the Property and the terms and provisions of a Development Agreement by delivery of its Due Diligence Completion Notice stating such unconditional acceptance, prior to the end of the Due Diligence Period, Developer shall be deemed to have rejected the condition of the Property and refused to accept conveyance of title to the Property, this Agreement shall automatically terminate, and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13.

2.4.7 ALTA Survey. Developer shall obtain an ALTA Survey at Developer's sole cost and expense prior to the end of the Due Diligence Period or, thereafter, in the event that Developer has delivered to HA the Due Diligence Completion Notice stating Developer's unconditional acceptance of the condition of the Property and has delivered to Escrow Agent the Second Deposit. In the event that Developer obtains an ALTA Survey, Developer shall deliver a copy of the same to HA within five (5) Business Days after Developer's receipt thereof.

2.4.8 Insurance. Prior to any entry on the Property by Developer before the Close of Escrow, Developer shall secure and maintain Liability Insurance that will cover the activities of Developer and its agents and consultants on the Property and shall name HA an additional insured thereunder, and (b) workers' compensation insurance. Not less than 24 hours prior to entering the Property, Developer shall provide a certificate of insurance to HA evidencing the insurance required herein.

2.4.9 Development Agreement. Developer and City shall, during the Due Diligence Period, endeavor to negotiate a mutually acceptable Development Agreement wherein Developer agrees to certain obligations and requirements regarding the development of the Project on the Property after the Close of Escrow. In the event that Developer and City agree, in writing, to the terms and provisions of a Development Agreement, the Development Agreement shall be executed by the Developer and City at the Close of Escrow and shall be recorded in the official records of the County upon the Close of Escrow. In the event that Developer and City fail to agree, in writing and in the sole and absolute discretion of each, to the terms and provisions of a Development Agreement prior to the expiration of the Due Diligence Period, this Agreement shall automatically terminate without further action by either Party and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13 below. While the Development Agreement shall be applicable to the Project being developed on the Property, it shall not be applicable to the remainder of the Community.

2.4.10 The HA's approval of this Agreement does not constitute approval by the HA or City of any development of the Property or of other activity on the Property that would have a direct or reasonably foreseeable indirect environmental impact pursuant to CEQA. (See 14 C.C.R. §§ 15060(c); 15378(b).) Moreover, Developer's future use or development of the Property is expressly

conditioned on CEQA compliance. City shall conduct an environmental review in accordance with CEQA prior to taking any discretionary action with regard to any proposed development of the Property. Nothing in this Agreement shall be construed to limit the City's discretion to consider and adopt any mitigation measure or project alternative, including the alternative of rejecting any proposed development of the Property, as provided in Public Resources Code section 21002. Following completion of the City's environmental review of any proposed development of the Property, the City shall file a notice of such approval as provided in Public Resources Code section 21152. The Parties agree and acknowledge that any proposed development of the Property might change as a result of various environmental factors. On or before the Close of Escrow, the scope and location of proposed development and the design of the anticipated improvements might well change to account for needs of Developer, including changes required by the CEQA process.


2.5 "AS-IS" Acquisition. The Close of Escrow shall evidence Developer's unconditional and irrevocable acceptance of the Property in the Property's AS IS, WHERE IS, SUBJECT TO ALL FAULTS CONDITION AS OF THE CLOSE OF ESCROW, WITHOUT WARRANTY as to character, quality, performance, condition, title, physical condition, soil conditions, the presence or absence of fill, ocean or tidal impacts, shoring or bluff stability or support, subsurface support, zoning, land use restrictions, the availability or location of utilities or services, the location of any public infrastructure on or off of the Property (active, inactive or abandoned), the suitability of the Property for the Project or other use or the existence or absence of Hazardous Materials and with full knowledge of the physical condition of the Property, the nature of HA's interest in and use of the Property, all laws applicable to the Property and any and all conditions, covenants, restrictions, encumbrances and all matters of record relating to the Property. The Close of Escrow shall also constitute Developer's representation and warranty to HA that: (a) Developer has had ample opportunity to inspect and evaluate the Property and the feasibility of the uses and activities Developer is entitled to conduct on the Property in accordance with this Agreement; (b) Developer is experienced in real estate development; (c) Developer is relying entirely on Developer's experience, expertise and its own inspection of the Property in its current state in proceeding with acquisition of the Property; (d) Developer accepts the Property in its present condition; (e) to the extent that Developer's own expertise with respect to any matter regarding the Property is insufficient to enable Developer to reach an informed conclusion regarding such matter, Developer has engaged the services of Persons qualified to advise Developer with respect to such matters; (f) Developer has received assurances acceptable to Developer by means independent of HA or HA's agents of the truth of all facts material to Developer's acquisition of the Property pursuant to this Agreement; and (g) the Property is being acquired by Developer as a result of Developer's own knowledge, inspection and investigation of the Property and not as a result of any representation made by HA or HA's agents relating to the condition of the Property. HA hereby expressly and specifically disclaims any express or implied warranties regarding the Property.

2.6 Release of HA.

2.6.1 **Developer Waiver and Release of Claims.** AT THE CLOSE OF ESCROW, DEVELOPER WAIVES AND RELEASES HA AND ITS REPRESENTATIVES FROM ALL CLAIMS RELATING TO THE PHYSICAL OR TITLE CONDITION OF THE PROPERTY AS OF THE CLOSE OF ESCROW, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 2.6.2. WITH RESPECT TO THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 2.6.1, DEVELOPER WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 AND ALL SIMILAR STATUTES, PROVISIONS OR PRINCIPLES OF LAW. CALIFORNIA CIVIL CODE SECTION 1542 PROVIDES:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

2.6.2 **Specific Obligations Excluded.** THE FOREGOING GENERAL RELEASE NOTWITHSTANDING, DEVELOPER IS NOT RELEASING HA FROM: (a) HA'S EXPRESS COVENANTS UNDER THIS AGREEMENT; (b) HA'S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THOSE THAT SURVIVE THE CLOSE OF ESCROW; (c) THIRD PERSON CONTRACT CLAIMS AGAINST HA ARISING OUT OF CONTRACTS TO WHICH HA IS A PARTY; (d) LIABILITY FOR A HAZARDOUS MATERIAL DISCHARGE BY HA; (e) BREACH OF ANY EXPRESS WARRANTY OR REPRESENTATION MADE BY HA HEREIN AND/OR (f) HA'S WILLFUL MISCONDUCT OR FRAUD (WITHOUT WAIVING ANY AVAILABLE DEFENSES OR IMMUNITIES OF HA UNDER APPLICABLE LAW).



Initials of Authorized
Developer's Representative

3. **JOINT ESCROW INSTRUCTIONS**

3.1 Opening of Escrow; Escrow Instructions. The conveyance of title to the Property from HA to Developer shall take place through the Escrow to be administered by Escrow Agent. Developer shall cause the Escrow to be opened within five (5) Business Days following Developer's receipt of Notice of the occurrence of the Effective Date. Escrow Agent shall promptly confirm the Escrow Opening Date in writing to each of the Parties.

3.2 Escrow Instructions. This Section 3 constitutes the joint escrow instructions of the Parties to Escrow Agent for conduct of the Escrow for the conveyance of title to the Property, as contemplated by this Agreement. Developer and HA shall sign such further escrow instructions

consistent with the provisions of this Agreement as may be reasonably requested by Escrow Agent. In the event of any conflict between the provisions of this Agreement and any further escrow instructions requested by Escrow Agent, the provisions of this Agreement shall control. Escrow Agent shall only proceed to close the Escrow after Escrow Agent receives approved Escrow Closing Statements from both HA and Developer.

3.3 Escrow Agent Authority. HA and Developer authorize Escrow Agent to:

3.3.1 **Charges.** Pay and charge HA and Developer for their respective shares of the applicable fees, taxes, charges and costs payable by either HA or Developer regarding the Escrow;

3.3.2 **Settlement/Closing Statements.** Release each Party's Escrow Closing Statement to the other Party;

3.3.3 **Document Recording.** File any documents delivered for recording through the Escrow with the office of the Recorder of the County for recordation in the official records of the County, pursuant to the joint instructions of the Parties; and

3.3.4 **Counterpart Documents.** Utilize documents signed by HA or Developer in counterparts, including attaching separate signature pages to one version of the same document.

3.4 Developer's Conditions Precedent to Close of Escrow. Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by Developer, Developer's obligation to proceed with the Close of Escrow and accept conveyance of title to the Property from HA through the Escrow shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by Developer) of each of the following conditions precedent prior to the Outside Closing Date:

3.4.1 **Title Policy.** Title Company is committed to issue to Developer, as of the Close of Escrow, the Developer Title Policy covering the Property, subject only to the Permitted Exceptions, upon payment of Title Company's premium for such policy;

3.4.2 **Approvals.** Final Approval and issuance of all discretionary Approvals required from each and every Government and Third Person for the development and construction of the Community as a market rate for-sale residential subdivision, inclusive of the of the Project on the Property, including, without limitation the Land Use Entitlements and CEQA Documents;

i. **Land Use Approvals.** Nothing in the approval of this Agreement by HA shall be binding on HA, the City Council or any other commission, committee, board or body of City regarding any Approvals required from such bodies regarding Developer's use or development of the Property. Nothing in this Agreement, nor any action by

HA with reference to this Agreement or any related documents is intended to be nor shall be deemed to constitute issuance or waiver of any required Approval regarding the Property or waiver or exercise of any legislative discretion regarding any Application, Approval or other matter relating to the Project.

3.4.3 **Due Diligence.** Developer and City shall have agreed, in writing, to the terms and provisions of the Development Agreement to be effective upon the Close of Escrow and Developer shall have timely delivered its Due Diligence Completion Notice to HA stating Developer's unconditional acceptance of the condition of the Property, in accordance with Section 2.4.6 above;

3.4.4 **HA Escrow Deposits.** HA deposits all of the items into Escrow required by Section 3.8;

3.4.5 **HA Pre-Closing Obligations.** HA performs all of its material obligations required to be performed by HA pursuant to this Agreement prior to the Close of Escrow;

3.4.6 **Paet Property Acquisition.** As of the Close of Escrow, the Escrow Agent shall be prepared to close, simultaneously with the Close of Escrow hereunder, and the Escrow Agent shall be duly authorized to close by Developer in accordance with that certain Purchase and Sale Agreement and Joint Escrow Instructions between Brill C. Paet and Maria C. Paet, as Co-Trustees of the Amuer Trust, U/A Dated February 4, 2019, as Seller and Developer, as Buyer (the "**Paet Adjacent Parcel Contract**") provided that all conditions to closing under the Paet Adjacent Parcel Contract have been satisfied or waived in writing by Developer, Developer's purchase of the parcel under the Paet Adjacent Parcel Contract, identified as 10941 and 10921 Western Avenue (APN Nos. 079-371-13 and 079-371-12) (the "**Paet Adjacent Parcel**"). In the event that the Paet Adjacent Parcel Contract is terminated prior to closing for any reason, then Developer shall in its sole discretion have the right to terminate this Agreement, and if Developer so elects, then the Parties and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13;

3.4.7 **Quiet Title to Private Water Well Rights.** The private water well on Property, together with all rights relating thereto, including, without limitation, water rights and associated easements for pipelines, access and the like on, in, over, about or otherwise pertaining to the Property relating thereto ("**Private Water Well Rights**") shall have been duly abandoned and quitclaimed by the owners of such Private Water Well Rights or a final, non-appealable judgment quieting title in HA to such Water Well Rights shall have been entered by the Superior Court of Orange County, California, such that the Developer Title Policy may be issued without exception for such Private Water Well Rights or the private water well currently located on the Property;

3.4.8 **Wallace Property Acquisition.** As of the Close of Escrow, the Escrow Agent shall be prepared to close, simultaneously with the Close of Escrow hereunder, and the Escrow Agent shall be duly authorized to close by Developer in accordance with that certain Purchase and Sale Agreement and Joint Escrow Instructions between Melinda Gail Wallace, Trustee of the Jerome Brent Wallace Trust Dated September 6, 2013, as Seller and Developer, as Buyer (the "**Wallace Adjacent Parcel Contract**") provided that all conditions to closing under the Wallace Adjacent Parcel Contract have been satisfied or waived in writing by Developer, Developer's purchase of the parcel under the Wallace Adjacent Parcel Contract, identified as 7401 and 7421 Katella Avenue (APN Nos. 079-371-15, 079-371-26 and 079-371-27) (the "**Wallace Adjacent Parcel**"). In the event that the Wallace Adjacent Parcel Contract is terminated prior to closing for any reason, then Developer shall in its sole discretion have the right to terminate this Agreement, and if Developer so elects, then the Parties and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13; The Paet Adjacent Parcel and Wallace Adjacent Parcel shall collectively be known as the "Adjacent Parcel."

3.4.9 **Performance by HA.** HA shall have timely performed all obligations to be performed by HA pursuant to this Agreement;

3.4.10 **Truth of HA's Representations and Warranties.** HA's representations, warranties and covenants set forth herein shall be true as of the Close of Escrow;

3.4.11 **No Material Adverse Change.** There shall be no material adverse change in the physical condition of the Property or any improvements serving the Property from the condition in which they existed as of the date of this Agreement that would render the Property unsuitable for Developer's intended development of the Project;

3.4.12 **No Leases or Tenancies.** There shall be no leases, tenancies or other rights of occupancy relating to the Property and all persons and entities shall have vacated the Property such that exclusive possession of the Property can be delivered to Developer at the Close of Escrow;

3.4.13 **Easements.** All easements, rights-of-ways, licenses, permits and agreements required from any Third Person to access the Property, construct improvements to service the Community and to grade and develop the Community shall have been obtained in form and content satisfactory to Developer in Developer's reasonable discretion;

3.4.14 **Moratoria.** There shall be no enacted or proposed building or utility hook-up moratoria, ordinances, laws or regulations that were not existing and enforced as of the date of this Agreement, and that would prohibit or materially delay or hinder the issuance of building permits or certificates of occupancy for the Community and the residences to be constructed in the Community;

3.4.15 **Affordable Housing.** If HA or City requires any affordable housing in the Project or any fee in lieu of affordable housing in the Project, Developer may terminate this Agreement within 10 business days of receiving notice of the requirement; and

3.4.16 **Assessment Districts.** There shall be no formed or City proposed financing or other assessment district with respect to the Property, other than as shown on the Preliminary Report;

3.5 **HA Conditions Precedent to Close of Escrow.** Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by HA, HA's obligation to convey title to the Property to Developer through the Escrow shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by HA) of each of the following conditions precedent prior to the Outside Closing Date:

3.5.1 **Title.** Developer accepts the state of the title to the Property, in accordance with Section 2.3;

3.5.2 **Due Diligence.** Developer and HA shall have agreed, in writing, to the terms and provisions of the Development Agreement, in which event it shall have been attached to this Agreement as Exhibit C and incorporated herein and Developer shall have timely delivered its Due Diligence Completion Notice to HA stating Developer's unconditional acceptance of the condition of the Property, in accordance with Section 2.4.6;

3.5.3 **Developer Escrow Deposits.** Developer deposits all of the items into Escrow required by Section 3.7;

3.5.4 **Developer Pre-Closing Obligations.** Developer performs all of its material obligations required to be performed by Developer pursuant to this Agreement prior to Close of Escrow;

3.5.5 **Development Agreement.** City and Developer have entered into a Development Agreement governing the future development of the Project and that Development Agreement is in a position to be recorded at or prior to the close of this escrow.

3.5.6 **CEQA Documents.** Final Approval, adoption, and certification of the CEQA Documents, if any.

3.5.7 **Land Use Entitlements.** Developer has received Final Approval of all Land Use Entitlements for development of the Project.

3.5.8 **Adjacent Parcel Acquisition.** Developer has closed on or is closing on the Wallace Adjacent Parcel and the Paet Adjacent Parcel simultaneously.

3.6 Failure of Conditions Not Default. HA's failure to satisfy Developer's condition set forth in Section 3.4.2 shall not constitute an Escrow Default (or any other type of Default or Event of Default) by HA under this Agreement, unless HA fails to exercise reasonable efforts to satisfy the condition (which, as it relates to Section 3.4.2, reasonable efforts shall not include litigation or other dispute resolution process);; provided, however, HA retains its sole and absolute discretion with respect to any legislative act or approval by HA. Failure to satisfy the condition set forth in Section 3.4.7 regarding the abandonment or quieting title to the Private Water Well Rights shall not constitute an Escrow Default or any other type of Default or Event of Default under this Agreement. The failure of City and Developer to enter into a Development Agreement shall not constitute a Default or Event of Default by HA or Developer.

3.7 Developer's Escrow Deposits. Developer shall deposit the following items into Escrow and, concurrently, provide a copy of each document deposited into Escrow to HA, at least one (1) Business Day prior to the Close of Escrow:

3.7.1 **Closing Funds.** All monetary amounts required to be deposited into Escrow by Developer under the terms of this Agreement to close the Escrow, including the Purchase Price, less the Deposit, all in immediately available funds;

3.7.2 **Certificate of Acceptance.** The Certificate of Acceptance attached to the HA Deed signed by the authorized representative(s) of Developer in recordable form;

3.7.3 **Development Agreement.** Executed counterpart originals of the Development Agreement in recordable form;

3.7.4 **Escrow Closing Statement.** Developer's Escrow Closing Statement signed by the authorized representative(s) of Developer;

3.7.5 **Notice of Agreement.** The Notice of Agreement signed by the authorized representative(s) of Developer in recordable form; and

3.7.6 **Holdback Agreement.** Triplicate executed counterpart originals of the Holdback Agreement (defined in Section 7.2 below).

3.7.7 **Other Reasonable Items.** Any other documents or funds required to be delivered by Developer under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow that have not previously been delivered by Developer.

3.8 HA's Escrow Deposits. HA shall deposit the following items into Escrow and, concurrently, provide a copy of each document deposited into Escrow to Developer, at least one (1) Business Day prior to the Close of Escrow:

3.8.1 **Closing Funds.** All monetary amounts required to be deposited into Escrow by HA under the terms of this Agreement to close the Escrow, all in immediately available funds;

3.8.2 **HA Deed.** The HA Deed signed by the authorized representative(s) of HA in recordable form;

3.8.3 **Notice of Agreement.** The Notice of Agreement signed by the authorized representative(s) of HA in recordable form;

3.8.4 **Assignment.** A Blanket Assignment and Bill of Sale in substantially the form attached hereto as Exhibit G (the "**Assignment**");

3.8.5 **Development Agreement.** Executed counterpart originals of the Development Agreement in recordable form;

3.8.6 **Escrow Closing Statement.** HA's Escrow Closing Statement signed by the authorized representative(s) of HA;

3.8.7 **FIRPTA Affidavit.** A FIRPTA affidavit signed by the authorized representative(s) of HA, in the customary form used by the Escrow Agent;

3.8.8 **Form 593.** A Form 593 signed by the authorized representative(s) of HA; and

3.8.9 **Holdback Agreement.** Triplicate executed counterpart originals of the Holdback Agreement.

3.8.10 **Other Reasonable Items.** Any other documents or funds required to be delivered by HA under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow that have not been previously delivered by HA.

3.9 **Closing Procedure.** When each of Developer's Escrow deposits, as set forth in Section 3.7, and each of HA's Escrow deposits, as set forth in Section 3.8, are deposited into Escrow, Escrow Agent shall request confirmation in writing from both Developer and HA that each of their respective conditions precedent to the Close of Escrow, as set forth in Sections 3.4 and 3.5, respectively, are satisfied or waived. Within three (3) Business Days after Escrow Agent receives written confirmation from both HA and Developer that each of their respective conditions precedent to the Close of Escrow are satisfied or waived, Escrow Agent shall close the Escrow by doing all of the following:

3.9.1 **Recordation and Distribution of Documents.** Escrow Agent shall cause the HA Deed, with Developer's Certificate of Acceptance attached, the Notice of Agreement, the Development Agreement and any other documents to be recorded through Escrow upon the written joint instructions of the Parties to be

filed with the office of the Recorder of the County for recording in the official records of the County. At Close of Escrow, Escrow Agent shall deliver conformed copies of all documents filed for recording in the official records of the County through the Escrow to HA, Developer and any other Person designated in the written joint escrow instructions of the Parties to receive an original or conformed copy of each such document. Each conformed copy of a document filed for recording shall show all recording information. The Parties intend and agree that this Section 3.9.1 shall establish the relative priorities of the documents to be recorded in the official records of the County through the Escrow, by providing for recordation of senior interests prior in order and time to junior interests, in the order provided in this Section 3.9.1;

3.9.2 Execution and Distribution of Holdback Agreement. At Close of Escrow, Escrow Agent shall execute triplicate counterpart originals of the Holdback Agreement and distribute one fully executed counterpart original each to HA and Developer and shall retain one.

3.9.3 Distribution of Other Documents. Escrow Agent shall deliver copies of all documents to be delivered through the Escrow that are not filed for recording to the Parties and any other Person designated in the written joint escrow instructions of the Parties to receive an original or copy of each such document.

3.9.4 Funds. Deposit into the Holdback Account (defined in Section 7.2 below) the Holdback Amount (also defined in Section 7.2 below) and distribute all other funds held by the Escrow Agent pursuant to the Escrow Closing Statements approved in writing by HA and Developer;

3.9.5 Assignment. Deliver to Developer the conformed copies of the Assignment;

3.9.6 FIRPTA Affidavit. File the FIRPTA Affidavit with the United States Internal Revenue Service and deliver a copy thereof to Developer;

3.9.7 Form 593. File the Form 593 with the California Franchise Tax Board and deliver a copy thereof to Developer; and

3.9.8 Title Policy. Obtain and deliver to Developer the Developer Title Policy issued by the Title Company.

3.10 Close of Escrow. The Close of Escrow shall occur on or before the Outside Closing Date. In addition to the two (2) one (1) month extensions referred to in Section 1.1.61, the Parties may mutually agree to change the Outside Closing Date by joint written instruction to Escrow Agent. If for any reason (other than a Default or Event of Default by such Party) the Close of Escrow has not occurred on or before the Outside Closing Date, then any Party not then in Default under this Agreement may cancel the Escrow and terminate this Agreement upon seven (7) calendar days advance Notice, in their respective sole and absolute discretion, without liability to

the other Party or any other Person for such cancellation and termination, by delivering Notice of termination to both the other Party and Escrow Agent. Following any such Notice of termination of this Agreement and cancellation of the Escrow, the Parties and Escrow Agent shall proceed with the cancellation of Escrow pursuant to Section 3.13. Without limiting the right of either Party to cancel the Escrow and terminate this Agreement, pursuant to this Section 3.10, if the Escrow does not close on or before the Outside Closing Date and neither Party has exercised its contractual right to cancel the Escrow and terminate this Agreement under this Section 3.10 before the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement, then the Escrow shall close as soon as reasonably possible following the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement.

3.11 Escrow Costs. Escrow Agent shall notify Developer and HA of the costs to be borne by each of them at the Close of Escrow by delivering an Escrow Closing Statement to each HA and Developer at least two (2) Business Days prior to the Close of Escrow. HA shall pay the premium charged by the Title Company for the Developer Title Policy. Developer shall be solely responsible for all costs of or premiums for issuance of any endorsements or other supplements to the coverage of the Developer Title Policy that may be requested by Developer. HA and Developer shall each pay one-half (1/2) of the fees and other costs that the Escrow Agent may charge for conducting the Escrow. HA shall pay any and all recording fees, documentary transfer taxes and any and all other charges, fees and taxes levied by a Government relative to the conveyance of the Property through the Escrow.

3.12 Escrow Cancellation Charges. If the Escrow fails to close due to HA's Default under this Agreement, HA shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. If the Escrow fails to close due to Developer's Default under this Agreement, Developer shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. If the Escrow fails to close for any reason other than the Default of either Developer or HA, Developer and HA shall each pay one-half (1/2) of any ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively.

3.13 Escrow Cancellation. If this Agreement is terminated pursuant to a contractual right granted to a Party in this Agreement to terminate this Agreement (other than due to an Event of Default by the other Party), the Parties shall do all of the following:

3.13.1 **Cancellation Instructions**. The Parties shall, within three (3) Business Days following Escrow Agent's written request, sign any reasonable Escrow cancellation instructions requested by Escrow Agent and deliver such signed Escrow cancellation instructions to Escrow Agent;

3.13.2 **Return of Funds and Documents**. Within ten (10) Business Days following receipt by the Parties of a settlement statement of Escrow and title order cancellation charges (if any) from Escrow Agent or within twenty (20) calendar days following Notice of Termination, whichever is earlier: (a) Developer

or Escrow Agent, respectively, shall return to HA all documents previously delivered by HA to Developer or Escrow Agent regarding the Escrow; (b) HA or Escrow Agent, respectively, shall return to Developer all documents previously delivered by Developer to HA or Escrow Agent regarding the Escrow; (c) Escrow Agent shall, except as otherwise provided for in this Agreement, return to Developer all funds deposited in Escrow by Developer, including the Deposit but less the Independent Contract Consideration (which shall be disbursed to HA) and Developer's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Section 3.12; and (d) Escrow Agent shall, except as otherwise provided in this Agreement, return to HA all funds deposited in Escrow by HA, less HA's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Section 3.12.

3.14 Report to IRS. After the Close of Escrow and prior to the last date on which such report is required to be filed with the Internal Revenue Service under applicable Federal law, if such report is required pursuant to Internal Revenue Code Section 6045(e), Escrow Agent shall report the gross proceeds of the conveyance of the Property pursuant to this Agreement to the Internal Revenue Service on Form 1099-B, W-9 or such other form(s) as may be specified by the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e). Concurrently with the filing of such reporting form with Internal Revenue Service, Escrow Agent shall deliver a copy of the filed form to both HA and Developer.

3.15 Condemnation. If HA receives written notice that all or any portion of the Property or any interest in any portion of the Property becomes the subject of any eminent domain proceeding after the Effective Date and prior to Close of Escrow, including the filing of any notice of intended condemnation or proceedings in the nature of eminent domain commenced by any Government, HA shall give Notice to Developer of such occurrence. Developer shall have the option to either: (a) proceed with the Close of Escrow, in which case this Agreement shall continue in full force and effect in accordance with its terms and at the Close of Escrow, HA shall pay to Developer any condemnation award attributable to the Property that is paid to HA after the Effective Date and prior to the Close of Escrow or assign to Developer any and all rights of HA to receive any condemnation award attributable to the Property that is to be paid after the Close of Escrow; or (b) Developer may terminate this Agreement by Notice to HA thirty (30) calendar days in advance of the effective date of such termination, in which event the provisions of Section 3.13 shall apply.

4. **REPRESENTATIONS AND WARRANTIES OF DEVELOPER**

4.1 Representations and Warranties by Developer. Developer makes the following representations, covenants and warranties as of the Effective Date and acknowledges that the execution of this Agreement by HA is made in material reliance by HA on such covenants, representations and warranties of Developer:

4.1.1 **Valid and Enforceable Agreement.** Developer has taken all requisite action and obtained all requisite consents in connection with entering

into this Agreement, such that this Agreement is valid and enforceable against Developer in accordance with its terms and each instrument to be executed by Developer pursuant to or in connection with this Agreement will, when executed, be valid and enforceable against Developer in accordance with its terms. No approval, consent, order or authorization of, or designation or declaration of any other person, is required in connection with the valid execution, delivery or performance of this Agreement by Developer.

4.1.2 **Change of Fact or Circumstance.** If Developer becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by Developer under this Agreement, whether as of the date given or any time thereafter, whether or not such representation or warranty was based upon Developer's knowledge and/or belief as of a certain date, Developer will give immediate written notice of such changed fact or circumstance to HA.

4.2 Prevailing Wages

4.2.1 **RESPONSIBILITY.** DEVELOPER AGREES WITH HA THAT DEVELOPER SHALL ASSUME ANY AND ALL RESPONSIBILITY AND BE SOLELY RESPONSIBLE FOR DETERMINING WHETHER OR NOT LABORERS EMPLOYED RELATIVE TO THE CONSTRUCTION OF THE PROJECT MUST BE PAID THE PREVAILING PER DIEM WAGE RATE FOR THEIR LABOR CLASSIFICATION, AS DETERMINED BY THE STATE, PURSUANT TO LABOR CODE SECTIONS 1720 ET SEQ., OR PURSUANT TO APPLICABLE FEDERAL LAW.

4.2.2 **WAIVERS AND RELEASES.** DEVELOPER ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, WAIVES AND RELEASE HA FROM ANY RIGHT OF ACTION THAT MAY BE AVAILABLE TO ANY OF THEM PURSUANT TO STATE LABOR CODE SECTION 1781 OR OTHER STATE OR FEDERAL LAW REGARDING PAYMENT OF MINIMUM OR PREVAILING WAGE AMOUNTS. RELATED TO THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 4.2.2, DEVELOPER ACKNOWLEDGES THAT PROTECTIONS OF CIVIL CODE SECTION 1542, WHICH READ AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTIVE THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

4.2.3 **INITIALS.** BY INITIALING BELOW, DEVELOPER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF

SECTION 1542 SOLELY IN CONNECTION WITH THE WAIVERS AND
RELEASES CONTAINED IN SECTION 4.2.2.

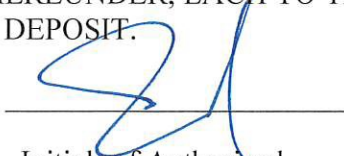
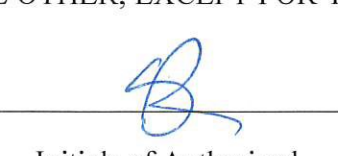


DEVELOPER INITIALS

5. REMEDIES, INDEMNITY AND TERMINATION

5.1 PRE-CLOSING LIQUIDATED DAMAGES TO HA. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, HA MAY CANCEL THE ESCROW, PURSUANT TO SECTION 3.13, AND TERMINATE THIS AGREEMENT. UPON CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT, HA SHALL BE RELIEVED OF ANY OBLIGATION OF HA UNDER THIS AGREEMENT TO SELL OR CONVEY THE PROPERTY TO DEVELOPER. ANY SUCH ESCROW CANCELLATION AND TERMINATION OF THIS AGREEMENT SHALL BE WITHOUT ANY LIABILITY OF HA TO DEVELOPER OR ANY OTHER PERSON ARISING FROM SUCH ACTION. HA AND DEVELOPER ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY HA IN THE EVENT OF A CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW. HAVING MADE DILIGENT BUT UNSUCCESSFUL ATTEMPTS TO ASCERTAIN THE ACTUAL DAMAGES HA WOULD SUFFER, IN THE EVENT OF A CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, HA AND DEVELOPER AGREE THAT A REASONABLE ESTIMATE OF HA'S DAMAGES IN SUCH EVENT, INCLUDING, WITHOUT LIMITATION, COSTS OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE, AND OTHER COSTS INCURRED IN CONNECTION HERewith, IS THE AMOUNT OF THE DEPOSIT (\$20,000). THEREFORE, UPON THE CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT BY HA DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, THE ESCROW AGENT SHALL IMMEDIATELY CANCEL THE ESCROW AND PROMPTLY DELIVER THE DEPOSIT TO HA. RECEIPT OF THE DEPOSIT SHALL BE HA'S SOLE AND EXCLUSIVE REMEDY AGAINST DEVELOPER UPON THE CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY DEVELOPER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW AND HA WAIVES ANY AND ALL RIGHT TO SEEK OTHER RIGHTS OR REMEDIES AGAINST DEVELOPER, INCLUDING, WITHOUT LIMITATION, SPECIFIC PERFORMANCE. THE PAYMENT AND RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN

THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO HA PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. HA WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTIONS 1680 AND 3389. UPON ANY SUCH DEFAULT BY DEVELOPER HEREUNDER, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF HA TO RETAIN THE DEPOSIT.

 _____ Initials of Authorized HA Representative	 _____ Initials of Authorized Developer Representative
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5.2 Developer's Remedies Prior To Close Of Escrow.

5.2.1 **HA's Default.** If HA materially defaults under this Agreement prior to the Close of Escrow, then Developer may:

a) Terminate this Agreement, provided such termination shall be effective only upon delivery of written Notice of termination from Developer to Escrow Agent and HA, in which event, (i) Escrow Agent shall automatically return to Developer the Deposit, any interest thereon and any other sums deposited by Developer then held by Escrow Agent, and (ii) Developer shall be entitled to reimbursement of its out-of-pocket costs of this transaction by HA not to exceed Twenty Thousand Dollars (\$20,000); or

b) Keep this Agreement in effect and pursue any and all other remedies available to it against HA including the specific performance of this Agreement, and Developer may record a notice of pendency of action against the Property.

5.3 Legal Actions. Either Party may institute legal action, at law or in equity, to enforce or interpret the rights or obligations of the Parties under this Agreement or recover damages, subject to the provisions of Sections 5.1 or 5.2.

5.4 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties set forth in this Agreement are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies for the same Default or the same rights or remedies for any other Default by the other Party.

5.5 Indemnification.

5.5.1 HA Indemnity Obligations. HA shall Indemnify Developer Parties against any Claim to the extent such Claim arises from (a) any wrongful intentional act or gross negligence of HA Parties but only to the extent that the HA may be held liable under applicable law for such acts or negligence, (b) any agreements that HA (or anyone claiming by or through HA) makes or has made with a Third Person regarding the Property or the Project, which is not disclosed to Developer in writing, (c) any worker's compensation claim or determination relating to any employee of HA, its agents or their contractors (d) any breach of representation or warranty of HA herein. Nothing in this Agreement is intended nor shall be interpreted to waive any limitation on HA's liability, any exemption from liability in favor of HA, any claim presentment requirement for bringing an action regarding any liability of HA or any limitations period applicable to liability of HA, all as set forth in California Government Code Sections 800 *et seq.*, Sections 900 *et seq.*, or in any other Law, or require HA to Indemnify any Person beyond such limitations on HA's liability. Such obligation to Indemnify shall include all Legal Costs, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action .

5.5.2 Developer Indemnity Obligations.

(a) Developer shall Indemnify HA Parties against any Claim to the extent such Claim arises from:

(1) any wrongful intentional act or negligence of Developer Parties relating to the Project, Property or this Agreement;

(2) any Claims relating to Due Diligence Investigations except for (i) any loss, liability, cost, claim, damage, injury or expense to the extent arising from or related to the gross negligence or intentional misconduct of HA, its officers, managers, employees or agents, (ii) any diminution in value in the Property arising from or relating to any condition discovered during the Due Diligence Investigations, including, without limitation, Hazardous Materials except to the extent that such condition is exacerbated due to the negligence or willful misconduct of Developer or its Agents and (iii) any latent defects in the Property;

(3) any Application relating to the Project made by or at Developer's request;

(4) any agreement that Developer (or anyone claiming by or through Developer) makes with a Third Person regarding the Property or the Project;

(5) any worker's compensation claim or determination relating to any employee of Developer Parties or their contractors;

(6) any Prevailing Wage action pertaining to this Agreement or the Project; or

(b) Such obligation to Indemnify shall include all Legal Costs, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action.

5.5.3 Independent of Insurance Obligations. Developer's indemnification obligations under this Agreement shall not be construed or interpreted as in any way restricting, limiting, or modifying Developer's insurance or other obligations under this Agreement. Developer's obligation to Indemnify HA Parties under this Agreement is independent of Developer's insurance and other obligations under this Agreement. Developer's compliance with Developer's insurance obligations and other obligations under this Agreement shall not in any way restrict, limit, or modify Developer's indemnification obligations under this Agreement and are independent of Developer's indemnification and other obligations under this Agreement.

5.5.4 Survival of Indemnification and Defense Obligations. The indemnity and defense obligations of the Parties under this Agreement shall survive the expiration or earlier termination of this Agreement, until any and all actual or prospective Claims regarding any matter subject to an indemnity obligation under this Agreement are fully, finally, absolutely and completely barred by applicable statutes of limitations.

5.5.5 Indemnification Procedures. Wherever this Agreement requires any Indemnitor to Indemnify any Indemnitee:

(a) *Prompt Notice.* The Indemnitee shall promptly Notify the Indemnitor of any Claim.

(b) *Selection of Counsel.* The Indemnitor shall select counsel reasonably acceptable to the Indemnitee. Counsel to Indemnitor's insurance carrier that is providing coverage for a Claim shall be deemed reasonably satisfactory, except in the event of a potential or actual conflict of interest for such counsel regarding such representation or such counsel proves to be incompetent regarding such representation. Even though the Indemnitor shall defend the Claim, Indemnitee may, at Indemnitee's option and expense (except in a situation where the Indemnitor is defending Indemnitee under a reservation of rights, in which situation the Indemnitor shall pay for such separate counsel), engage separate counsel to advise it regarding the Claim and its defense. The Indemnitee's separate counsel may attend all proceedings and meetings. The Indemnitor's counsel shall actively consult with the Indemnitee's separate counsel.

(c) *Cooperation.* The Indemnatee shall reasonably cooperate with the Indemnitor's defense of the Indemnatee.

(d) *Settlement.* The Indemnitor may only settle a Claim with the consent of the Indemnatee, which shall not be unreasonably withheld or delayed. Any settlement shall procure a release of the Indemnatee from the subject Claims, shall not require the Indemnatee to make any payment to the claimant and shall provide that neither the Indemnatee nor the Indemnitor on behalf of Indemnatee admits any liability.

(e) *Insurance Proceeds.* The Indemnitor's obligations shall be reduced by net insurance proceeds the Indemnatee actually receives for the matter giving rise to indemnification obligation.

6. HA'S REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 In addition to the representations, warranties and covenants of HA contained in other Sections of this Agreement, HA represents, warrants and covenants to Developer as follows, all of which shall survive the Close of Escrow:

6.1.1 **Valid and Enforceable Agreement.** HA is a public body, corporate and politic, validly existing and in good standing under the laws of the State of California and is duly authorized to do business in the State of California. HA is the sole owner in fee simple of the Property and has the full right, capacity, power, and authority to enter into and carry out the terms of this Agreement and that no consent from any Third Person is required to convey the Property to Developer. This Agreement has been duly authorized and entered into by HA and the parties signing on behalf of HA, and upon delivery to and execution by Developer, shall be a valid and binding agreement of HA.

6.1.2 **No Violation of Prior Agreement.** Except as identified in the Preliminary Report, HA has not alienated, encumbered, transferred, assigned or otherwise conveyed its interest in the Property or any portion thereof, nor entered into any agreement to do so, nor shall HA do so. By entering into and performing the transactions contemplated by this Agreement, HA will not violate or breach any agreement, covenant or obligation binding on HA.

6.1.3 **Hazardous Materials.** Except as may be disclosed in the Documents delivered by HA to Developer pursuant to Section 2.4.4 above, to the best of HA's actual knowledge (with no duty or obligation of investigation or inquiry), neither HA nor any Third Person has used, generated, transported, discharged, released, manufactured, stored, or disposed any Hazardous Material from, into, at, on, under, or about the Property in violation of any Environmental Law. Additionally, to the best of HA's actual knowledge (with no duty or obligation of investigation or inquiry), except as may be disclosed in the Documents, (a) the Property is not in violation, nor has been or is currently under investigation for violation of any Environmental Law (b) there has been no migration of any

Hazardous Material from, into, at, on, under or about the Property in violation of any Environmental Law; and (c) there is not now, nor has there ever been on or in the Property underground storage tanks or surface or below-grade impoundments used to store, treat or handle Hazardous Materials or debris or refuse buried in, on or under the Property.

6.1.4 **No Violations or Actions.** To the best of HA's actual knowledge (with no duty or obligation of investigation or inquiry) there is no suit, action or arbitration, or legal, administrative, or other proceeding or governmental investigation, formal or informal, including but not limited to eminent domain, condemnation, notice of violation, assessment district or zoning change proceeding, pending or served on HA or threatened in writing. Further, to the best of HA's actual knowledge (with no duty or obligation of investigation or inquiry), there is no judgment or moratorium involving the Property that affects Developer's anticipated development of the Property or that adversely affects HA's ability to perform hereunder.

6.1.5 **Leases.** There are no leases, rental agreements or other contracts of any kind or nature affecting the Property and HA shall not enter into any contracts affecting the Property during the term of this Agreement without the prior written consent of Developer.

6.1.6 **Not a Public Park.** The Property is not a public park which is subject to California Government Code Sections 38501 *et. seq.*

Each of the representations and warranties made by HA in this Agreement, or in any Exhibit, or on any document or instrument delivered pursuant hereto shall be continuing representations and warranties that shall be true and correct in all material respects on the date hereof, and shall be deemed to be made again as and at the date of the Close of Escrow and shall then be true and correct in all material respects. The truth and accuracy of each of the representations and warranties, and the performance of all covenants of HA contained in this Agreement, are conditions precedent to the Close of Escrow. HA shall notify Developer immediately of any facts or circumstances that would make untrue any of the foregoing representations and warranties contained in this Section.

7. **OIL WELL HOLDBACK**

7.1 **Oil Well.** During its investigations of the Property prior to the Effective Date, Developer discovered that there may exist an oil well on the Property which has yet to be located with certainty ("**Oil Well**") and which, prior to development of the Property for residential uses as contemplated by the Agreement, if determined to exist on the Property, would have to be plugged and abandoned in conformance with the requirements of the California Department of Conservation, Division of Oil, Gas and Geothermal Resources ("**DOGGR**") and applicable Environmental Laws ("**Abandonment**").

7.2 Holdback. Based upon the potential costs associated with an Abandonment of the Oil Well, the existence of which will likely not be confirmed until the grading of the Property after the Close of Escrow, Escrow Agent shall hold back from the funds to be distributed to HA at the Close of Escrow the amount of One Hundred Fifty Thousand Dollars (\$150,000) ("**Holdback Amount**"). If the Oil Well is determined to be on the Property, the Holdback Amount shall fund the Abandonment of the Oil Well as more particularly described in the Holdback Agreement in the form attached hereto as Exhibit I ("**Holdback Agreement**") to be entered into by HA and Developer at the Close of Escrow. Escrow Agent shall establish, deposit the Holdback Amount into and maintain an interest-bearing account ("**Holdback Account**") at a reputable financial institution selected by Developer and reasonably approved by HA, on the terms and conditions specified in the Holdback Agreement. After the Close of Escrow, the Holdback Amount shall be disbursed by Escrow Agent pursuant to the terms and provisions of the Holdback Agreement.

7.3 Scope of Work for Abandonment. HA and Developer agree that in the event that the Oil Well is determined to be located on the Property, the Scope of Work for the Abandonment of the Oil Well attached hereto as Exhibit J ("**Scope of Work**") constitutes a good faith effort to identify the work that will be necessary to complete the Abandonment of the Oil Well, however, based upon the actual condition of the Oil Well and the surrounding soil and/or any additional or different requirements imposed by DOGGR, such Scope of Work is subject to revision. Any revisions to the Scope of Work not mandated by DOGGR shall be reviewed and agreed to by HA before the revised Scope of Work shall be implemented. Developer shall contract with a third party contractor to have the Abandonment performed pursuant to the Scope of Work, as revised from time to time to address the actual condition of the Oil Well and the surrounding soil.

8. GENERAL PROVISIONS

8.1 Incorporation of Recitals. The Recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

8.2 Notices, Demands and Communications Between the Parties. Any and all Notices submitted by any Party to the other Party pursuant to or as required by this Agreement shall be proper, if in writing and sent by electronic mail, by messenger for immediate personal delivery, nationally recognized overnight (one Business Day) courier (i.e., United Parcel Service, Federal Express, etc.) or by registered or certified United States mail, postage prepaid, return receipt requested, to the address or email address of the recipient Party, as designated below in this Section 8.2. Notices may be sent in the same manner to such other addresses as either Party may from time to time designate by Notice in accordance with this Section 8.2. Notice shall be deemed received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that the Notice is successfully transmitted via email or delivered to the recipient by messenger, one Business Day after delivery to a nationally recognized overnight carrier or two (2) calendar days after the Notice is placed in the United States mail in accordance with this Section 8.2. Any attorney representing a Party may give any Notice on behalf of such Party. The Notice addresses for the Parties, as of the Effective

Date, are as follows:

To Developer:

KB Home Coastal Inc.
36310 Inland Valley Drive
Wildomar, California 92595
Attn: Steve Ruffner and Lori Schmid
Email: sruffner@kbhome.com;
lschmid@kbhome.com

With Copy To:

KB Home
10990 Wilshire Blvd., 7th Floor
Los Angeles, California 90024
Attn: Phil Darrow and Deb Smith
Email: pdarrow@kbhome.com;
dksmith@kbhome.com

and

Green Steel & Albrecht, LLP
19800 MacArthur Blvd., Suite 1000
Irvine, CA 92612-2433
Attn: Joseph M. Manisco, Esq.
Email: jmanisco@gsaattorneys.com

To HA:

Housing Authority of the City of Stanton
City of Stanton
7800 Katella Ave
Stanton, CA 90680
Attention: Executive Director
Email: JHildenbrand@ci.stanton.ca.us

With Copy to:

Best Best & Krieger LLP
18101 Van Karman Avenue, Suite 1000
Irvine, CA 92614
Attention: Elizabeth W. Hull, Esq.
Email: elizabeth.hull@bbklaw.com

8.3 Relationship of Parties. The Parties each intend and agree that HA and Developer are independent contracting entities and do not intend by this Agreement to create any partnership, joint venture, or similar business arrangement, relationship or association between them.

8.4 Brokers.

8.4.1 HA and Developer each represents and warrants to the other that they have not dealt with or been represented by any brokers or finders in connection with the purchase and sale of the Property, except that Jerry Ristrom of Inco Commercial ("**HA's Broker**") is the listing broker for HA and has represented HA in this transaction and that HA shall be responsible for HA's Broker's commission pursuant to a separate agreement between HA and HA's Broker.

8.4.2 HA shall indemnify, defend and hold harmless Developer against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of any brokerage fee, commission or finder's fee that is payable or alleged to be payable to any broker or finder (including without limitation HA's Broker) by HA.

8.4.3 Developer shall indemnify, defend and hold harmless HA against any loss, liability, damage, cost, claim or expense (including reasonable attorneys' fees) incurred by reason of any brokerage fee, commission or finder's fee that is payable or alleged to be payable to any broker or finder by Developer.

8.4.4 Developer represents and warrants that no gratuities, in the form of entertainment, gifts or otherwise have been or will be given by Developer or any of Developer's agents, employees or representatives to any elected or appointed official or employee of HA in an attempt to secure this Agreement or favorable terms or conditions for this Agreement.

8.4.5 Breach of the representations or warranties of this Section 8.4 shall entitle the non-breaching party to terminate this Agreement or cancel the Escrow (or both) upon seven (7) calendar days' Notice to breaching party and, if during the pendency of the Escrow, also to Escrow Agent.

8.4.6 Notwithstanding anything to the contrary contained herein, the representations, warranties, indemnities, and agreements contained in this Section 8 shall survive the Close of Escrow or earlier termination of this Agreement.

8.5 Calculation of Time Periods. All periods of time referred to in this Agreement shall include all Saturdays, Sundays, and state or national holidays, unless the period of time specifies Business Days, in which event Saturdays, Sundays, days the City of Stanton offices are closed and local, state or national holidays shall be excluded.. If the date to perform any act or give any notice with respect to this Agreement falls on a Saturday, Sunday, day the City of Stanton offices are closed, or local, state or national holiday, the act or notice may be timely performed or given on the next succeeding Business Day.

8.6 Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have both participated substantially in the negotiation, drafting and revision of this Agreement, with advice

from legal and other counsel and advisers of their own selection. A word, term or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which shall govern all language in this Agreement. The words "include" and "including" in this Agreement shall be construed to be followed by the words: "without limitation." Each collective noun in this Agreement shall be interpreted as if followed by the words "(or any part of it)," except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document, as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda and riders to such document. The word "or" in this Agreement includes the word "and." Every reference to a law, statute, regulation, order, form or similar governmental requirement refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

8.7 Governing Law. The procedural and substantive laws of the State shall govern the interpretation and enforcement of this Agreement, without application of conflicts of laws principles. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the County. All legal actions arising from this Agreement shall be filed in the Superior Court of the State in and for the County or in the United States District Court with jurisdiction in the County.

8.8 Parties to the Agreement. The Parties to this Agreement are HA and Developer. The City is not a Party to this Agreement.

8.9 Unavoidable Delay; Extension of Time of Performance.


8.9.1 **Notice.** Subject to any specific provisions of this Agreement stating that they are not subject to Unavoidable Delay or otherwise limiting or restricting the effects of an Unavoidable Delay (if any), performance by either Party under this Agreement shall not be deemed or considered to be in Default, where any such Default is due to the occurrence of an Unavoidable Delay. Any Party claiming an Unavoidable Delay shall Notify the other Party: (a) within twenty (20) calendar days after such Party knows of any such Unavoidable Delay; and (b) within ten (10) calendar days after such Unavoidable Delay ceases to exist. To be effective, any Notice of an Unavoidable Delay must describe the Unavoidable Delay in reasonable detail. The Party claiming an extension of time to perform due to an Unavoidable Delay shall exercise reasonable efforts to cure the condition causing the Unavoidable Delay, within a reasonable time.

8.9.2 **Assumption of Economic Risks.** EACH PARTY EXPRESSLY AGREES THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, OF EITHER PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMAND OR CHANGES IN THE ECONOMIC ASSUMPTIONS OF EITHER PARTY THAT MAY HAVE PROVIDED A BASIS FOR ENTERING INTO THIS AGREEMENT SHALL NOT OPERATE TO EXCUSE OR DELAY THE PERFORMANCE OF

EACH AND EVERY ONE OF EACH PARTY'S OBLIGATIONS AND COVENANTS ARISING UNDER THIS AGREEMENT. ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, THE PARTIES EXPRESSLY ASSUME THE RISK OF UNFORESEEABLE CHANGES IN ECONOMIC CIRCUMSTANCES OR MARKET DEMAND OR CONDITIONS AND WAIVE, TO THE GREATEST EXTENT ALLOWED BY LAW, ANY DEFENSE, CLAIM, OR CAUSE OF ACTION BASED IN WHOLE OR IN PART ON ECONOMIC NECESSITY, IMPRACTICABILITY, CHANGED ECONOMIC CIRCUMSTANCES, FRUSTRATION OF PURPOSE, OR SIMILAR THEORIES. THE PARTIES AGREE THAT ADVERSE CHANGES IN ECONOMIC CONDITIONS, EITHER OF THE PARTY SPECIFICALLY OR THE ECONOMY GENERALLY, OR CHANGES IN MARKET CONDITIONS OR DEMANDS, SHALL NOT OPERATE TO EXCUSE OR DELAY THE STRICT OBSERVANCE OF EACH AND EVERY ONE OF THE OBLIGATIONS, COVENANTS, CONDITIONS AND REQUIREMENTS OF THIS AGREEMENT. THE PARTIES EXPRESSLY ASSUME THE RISK OF SUCH ADVERSE ECONOMIC OR MARKET CHANGES, WHETHER OR NOT FORESEEABLE AS OF THE EFFECTIVE DATE.



Initials of Authorized
HA Representative



Initials of Authorized
Developer Representative

8.10 Tax Consequences. Developer acknowledges and agrees that Developer shall bear any and all responsibility, liability, costs or expenses connected in any way with any tax consequences experienced by Developer related to this Agreement.

8.11 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Person other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any Third Person to any Party or give any Third Person any right of subrogation or action over or against any Party.

8.12 Developer Assumption of Risks of Legal Challenges. Except in connection with any breach of representation, warranty or covenant of HA set forth in this Agreement, including, without limitation, its representations and warranties set forth in Section 6.1 and its obligation to Indemnify as set forth in Section 5.5.1, Developer assumes the risk of delays or damages that may result to Developer from any Third Person legal actions related to HA's approval of this Agreement or any associated Approvals relating to the Project, even in the event that an error, omission or abuse of discretion by HA is determined to have occurred. If a Third Person files a legal action regarding HA's approval of this Agreement or any associated Approval relating to the Project (exclusive of legal actions alleging violation of California Government Code Section 1090 by elected officials of HA), Developer shall have the option to either: (a) cancel the Escrow and terminate this Agreement, in which case the Parties and the Escrow Agent shall proceed in accordance with Section 3.13; or (b) Indemnify HA against such Third Person legal action,

including all Legal Costs, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action; provided, however, that option "(a)" under this Section shall only be available to Developer prior to the Close of Escrow. Should Developer fail to Notify HA of Developer's election pursuant to this Section 8.12 at least fifteen (15) calendar days before response to the legal action is required by HA, Developer shall be deemed to have elected to cancel the Escrow and terminate this Agreement pursuant to this Section 8.12. If Developer is deemed to have elected to cancel the Escrow and terminate this Agreement pursuant to this Section 8.12 and Developer does not send Notice of cancellation of the Escrow to Escrow Agent and HA and Notice of termination of this Agreement to HA within ten (10) calendar days following such event, then HA shall have the right to terminate this Agreement and cancel the Escrow by sending Notice of cancellation of the Escrow to Escrow Agent and Developer and Notice of termination of this Agreement to Developer, without liability to Developer or any other Person. HA shall reasonably cooperate with Developer in defense of HA in any legal action subject to this Section 8.12, subject to Developer performing Developer's indemnity obligations for such legal action. Nothing contained in this Section 8.12 is intended to be nor shall be deemed or construed to be an express or implied admission that HA may be liable to Developer or any other Person for damages or other relief regarding any alleged or established failure of HA to comply with any Law. Any legal action that is subject to this Section 8.12 (including any appeal periods and the pendency of any appeals) shall constitute an Unavoidable Delay and the time periods for performance by either Party under this Agreement may be extended pursuant to the provisions of this Agreement regarding Unavoidable Delay.

8.13 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

8.14 Time Declared to be of the Essence. As to the performance of any obligation under this Agreement of which time is a component, the performance of such obligation within the time specified is of the essence.

8.15 Entire Agreement. This Agreement integrates all of the terms, conditions and exhibits mentioned in this Agreement or incidental to this Agreement, and supersedes all negotiations or previous agreements between the Parties with respect to all or any portion of the Property or the development of the Project.

8.16 Waivers and Amendments. All waivers of the provisions of this Agreement must be in writing and signed by the authorized representative(s) of the Party making the waiver. All amendments to this Agreement must be in writing and signed by the authorized representative(s) of both HA and Developer. Failure to insist on any one occasion upon strict compliance with any term, covenant, condition, restriction or agreement contained in this Agreement shall not be deemed a waiver of such term, covenant, condition, restriction or agreement, nor shall any waiver or relinquishment of any rights or powers under this Agreement, at any one time or more times, be deemed a waiver or relinquishment of such right or power at any other time or times.

8.17 Executive Director Implementation. HA shall implement this Agreement through the Executive Director. The Executive Director is hereby authorized by HA to enter into agreements referenced in this Agreement or reasonably required to implement this Agreement on behalf of HA, issue approvals, interpretations or waivers and enter into amendments to this Agreement on behalf of HA, to the extent that any such action(s) does/do not materially or substantially change the Project or increase the monetary obligations of HA by more than Fifty Thousand Dollars (\$50,000) in the aggregate. All other actions shall require the consideration and approval of HA, unless expressly provided otherwise by action of HA. Nothing in this Section 8.17 shall restrict the submission to HA of any matter within the Executive Director's authority under this Section 8.17, in the Executive Director's sole and absolute discretion, to obtain HA authorization on such matter. The specific intent of this Section 8.17 is to authorize certain actions on behalf of HA by the Executive Director, but not to require that such actions be taken by the Executive Director, without consideration by HA.

8.18 Survival of Agreement. All of the provisions of this Agreement shall be applicable to any dispute between the Parties arising from this Agreement, whether prior to or following expiration or termination of this Agreement, until any such dispute is finally and completely resolved between the Parties, either by written settlement, entry of a non-appealable judgment or expiration of all applicable statutory limitations periods and all terms and conditions of this Agreement relating to dispute resolution and limitations on damages or remedies shall survive any expiration or termination of this Agreement.

8.19 Counterparts. This Agreement shall be signed in three (3) counterpart originals, each of which is deemed to be an original. This Agreement includes forty-one (41) pages and seven exhibits (*i.e.*, Exhibits A through G, inclusive, with each exhibit incorporated into this Agreement by reference) that constitute the entire understanding and Agreement of the Parties regarding the subject matter of this Agreement.

8.20 Facsimile or Electronic Signatures. Signatures delivered by facsimile or electronic means shall be binding as originals upon the Party so signing and delivering; provided, however, that original signature(s) of each Party shall be required for each document to be recorded.

8.21 Offer. When executed by Developer and submitted to HA, this Agreement shall not be effective or binding on Developer until fully executed by HA and a counterpart original delivered to Developer, but shall be interpreted as an offer under control of the Developer prior to such acceptance.

[Signatures on following page]

ORIGINAL

**SIGNATURE PAGE
TO
FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT
(7455 Katella Avenue)**

IN WITNESS WHEREOF, the Parties have signed and entered into this Agreement by and through the signatures of their respective authorized representative(s) as follow:

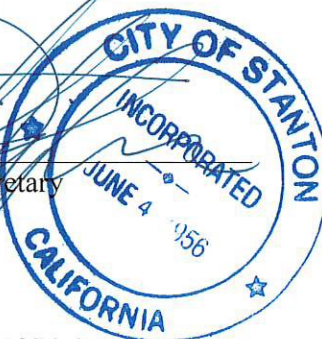
HA:

HOUSING AUTHORITY OF THE CITY OF
STANTON, a public body, corporate and
politic

By: [Signature]
Executive Director

ATTEST:

By: [Signature]
Authority Secretary



DEVELOPER:

KB HOME COASTAL INC., a California
corporation

By: [Signature]
Stephen J. Ruffner, President,

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: [Signature]
General Counsel



CALIFORNIA NOTARY ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

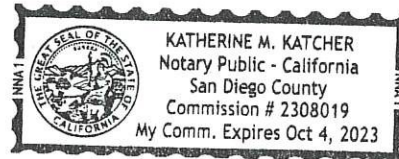
State of California
County of San Diego

On November 23 2020 before me, Katherine M. Katcher, Notary Public, personally appeared Stephen J. Ruffner, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Katherine M. Katcher. (Seal)



**EXHIBIT A
TO
FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT
(7455 Katella Avenue)**

LEGAL DESCRIPTION OF THE PROPERTY

[Attached behind this cover page]

Exhibit A

EXHIBIT A
TO
DISPOSITION AND DEVELOPMENT AGREEMENT
(7455 Katella Avenue)
LEGAL DESCRIPTION OF THE PROPERTY

Real property in the City of Stanton, County of Orange, State of California, described as follows:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS ALAMITOS, AS SHOWN ON MAP NO. 2 ATTACHED TO THE FINAL DECREE OF PARTITION OF SAID RANCHO, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 2, 1891, IN **BOOK 14, PAGE 31** OF DEEDS, RECORDS OF ORANGE COUNTY, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10.00 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, SAID POINT BEING DISTANT S89°36'33"W, 185.00 FEET ALONG SAID NORTH LINE FROM THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, S00°09'58"E, PARALLEL TO SAID EAST LINE OF SECTION 23, DISTANT 330.18 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, S89°37'28"W, DISTANT 73.22 FEET ALONG SAID SOUTH LINE; THENCE, N00°10'48"W, DISTANT 330.16 FEET TO A POINT IN THE NORTH LINE OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10.00 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, N89°36'33"E, DISTANT 73.30 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED 8/9 INTEREST IN AND TO THE NORTH 20.00 FEET OF THE EAST 20.00 FEET THEREOF.

ALSO EXCEPTING THEREFROM SOUTH 40 FEET OF LAND DEDICATED FOR HIGHWAY AND INCIDENTAL PURPOSES RECORDED JULY 31, 1952 IN **BOOK 2363, PAGE 603** OF OFFICIAL RECORDS, AND ALSO RECORDED FEBRUARY 11, 1954 IN **BOOK 2677, PAGE 433** OF OFFICIAL RECORDS, ALL OF RECORDS OF ORANGE COUNTY.

APN: 079-371-09

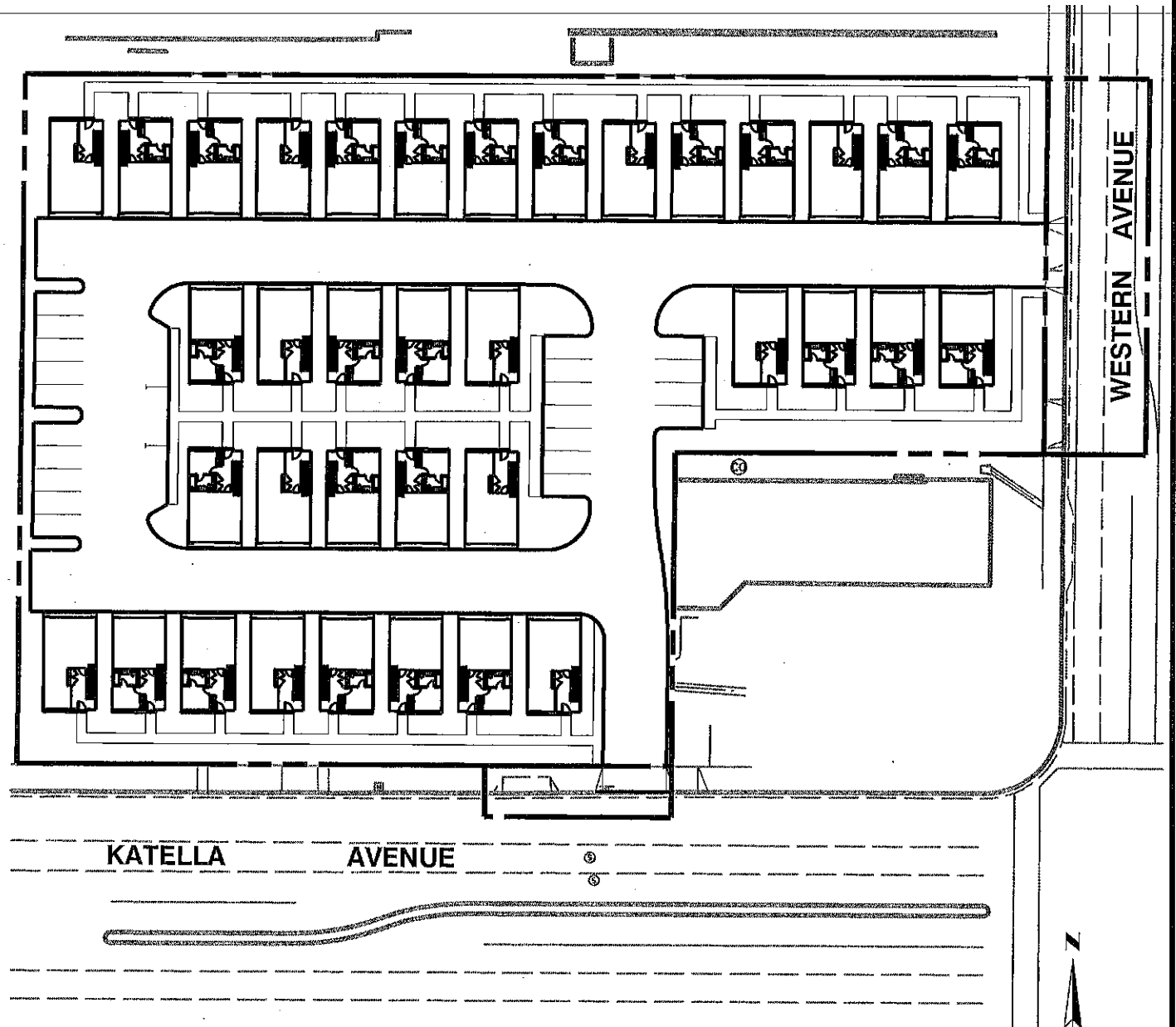
**EXHIBIT B
TO
FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT
(7455 Katella Avenue)**

DEPICTION OF THE COMMUNITY

[Attached behind this cover page]

Exhibit B

EXHIBIT "B"
DEPICTION OF THE COMMUNITY



**EXHIBIT C
TO
FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT
(7455 Katella Avenue)**

COPY OF DEVELOPMENT AGREEMENT

[To be attached behind this cover page prior to expiration of Due Diligence Period.]

Exhibit C

**EXHIBIT D
TO
FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT
(7455 Katella Avenue)**

COPY OF OFFICIAL ACTION OF DEVELOPER APPROVING AGREEMENT

[Attached behind this cover page]

Exhibit D



**CERTIFICATE OF SECRETARY
KB HOME COASTAL INC.**

I, Tony Richelieu, do hereby certify that I am the duly elected, qualified and acting Secretary of KB HOME Coastal Inc., a California corporation (this "Corporation").

I do further certify that the resolutions attached hereto as Exhibit "A" are a true and complete representation of such resolutions that were duly adopted by the unanimous written consent of the Board of Directors of this Corporation as of August 4, 2020, and that said resolutions have not been rescinded, modified or revoked, and are in full force and effect.

WITNESS MY HAND this 4th day of August, 2020.

By: Tony Richelieu
Tony Richelieu
Secretary

EXHIBIT "A"
KB HOME COASTAL INC.
RESOLUTIONS ADOPTED AS OF AUGUST 4, 2020

Authority to Enter Into First Amended and Restated Disposition and Development Agreement

WHEREAS, the Corporation is considering entering into that certain First Amended and Restated Disposition and Development Agreement (7455 Katella Avenue) ("Agreement"), with the STANTON HOUSING AUTHORITY, a joint exercise of powers authority ("Agency"), to acquire that certain real property owned by the Agency and located in the City of Stanton, County of Orange, State of California, as more specifically described in the Agreement; and

WHEREAS, the Board of Directors has reviewed with management the Agreement and the documents executed or to be executed in connection with the Agreement ("Ancillary Documents"), and considers the transaction to be in the best interest of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that the Corporation is hereby authorized and approved to enter into the Agreement and the Ancillary Documents.

RESOLVED, FURTHER, that the following officers of the Corporation, acting alone, be, and they hereby are, authorized, empowered, and directed for and on behalf of and in the name of the Corporation to sign, enter into, make and deliver the Agreement and the Ancillary Documents, in such form and with such terms therein and changes or amendments thereto as such officers, or any of them, shall determine to be advisable, necessary or appropriate, such approval to be conclusively evidenced by the execution and delivery thereof by any such officer:

Stephen J. Ruffner	President
Robert V. McGibney	Executive Vice President (Regional President)

RESOLVED FURTHER, that the following officers of the Corporation, without any additional or further consent of any person, are authorized and empowered for and on behalf of and in the name of the Corporation to take all actions on behalf of the Corporation that may be considered necessary and appropriate to carry out the purpose and intent of these resolutions:

Stephen J. Ruffner	President
Robert V. McGibney	Executive Vice President (Regional President)
Michael J. Gartlan	Senior Vice President, Finance
John Abboud	Vice President, Land Acquisition
Tony Richelieu	Secretary
Cory F. Cohen	Assistant Secretary
Philip Darrow	Assistant Secretary
David B. Simons	Assistant Secretary
William Son	Assistant Secretary

RESOLVED, FURTHER, that the authority conferred by these resolutions shall be considered retroactive, and any and all acts authorized in these resolutions that were performed before the passage of these resolutions are approved and ratified. The authority conferred by these resolutions shall continue in full force and effect until the Agency shall have received notice in writing, certified by the Secretary of the Corporation, of the revocation of such authority by a resolution duly adopted by the Board of Directors of the Corporation.

RESOLVED, FURTHER, that the activities covered by the authorities conferred in these resolutions constitute duly authorized activities of the Corporation; these authorities are now in full force and effect; and there is no provision in any document under which the Corporation is organized and/or that governs the Corporation's continued existence limiting the power of the Board of Directors of the Corporation to grant such authority, and the activities covered by the authorities conferred in these resolutions are in conformity with the provisions of all such documents.

**EXHIBIT E
TO
FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT
(7455 Katella Avenue)**

HA DEED

[Attached behind this cover page]

Exhibit E

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

[REDACTED]
[REDACTED]
[REDACTED]
Attn: [REDACTED]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

(7455 Katella Avenue)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

HOUSING AUTHORITY OF THE CITY OF STANTON, a public body, corporate and politic ("**Grantor**"),

does hereby grant to

KB HOME COASTAL INC., a California corporation ("**Grantee**"),

that certain real property in the City of Stanton, County of Orange, State of California, specifically described in Exhibit "1" attached to this Grant Deed ("**Property**") and made a part of this Grant Deed by this reference,

TOGETHER WITH:

1. All tenements, hereditaments and appurtenances, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof; and
2. All rights, title, and interests of Grantor in and under all covenants, conditions, restrictions, reservations, easements, and other matters of record.

SUBJECT TO the following covenants running with the land of the Property in favor of Grantor, as set forth in that certain FIRST AMENDED AND RESTATED DISPOSITION AND

Exhibit E

DEVELOPMENT AGREEMENT (7455 Katella Avenue), dated as of [TO BE DETERMINED],
by and between Grantor and Grantee (the "DDA") (all section references are to the DDA):

[COVENANTS SHALL CONFORM TO THOSE AGREED UPON IN THE
DEVELOPMENT AGREEMENT]

Dated: _____

HOUSING AUTHORITY OF THE CITY
OF STANTON, a public body, corporate and
politic

By: _____

Executive Director

Exhibit E

CERTIFICATE OF ACCEPTANCE OF GRANT DEED

This is to certify that the interest in real property conveyed by the foregoing Grant Deed from the **HOUSING AUTHORITY OF THE CITY OF STANTON**, a public body, corporate and politic, to **KB HOME COASTAL INC.**, a California corporation, is hereby accepted by the undersigned, who consents to the recordation of such Grant Deed in the official records of the County of Orange, California.

KB HOME COASTAL INC.,
a California corporation

By: _____

Stephen J. Ruffner, President

Exhibit E

**EXHIBIT F
TO
FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT
(7455 Katella Avenue)**

SCOPE OF DEVELOPMENT FOR PROJECT

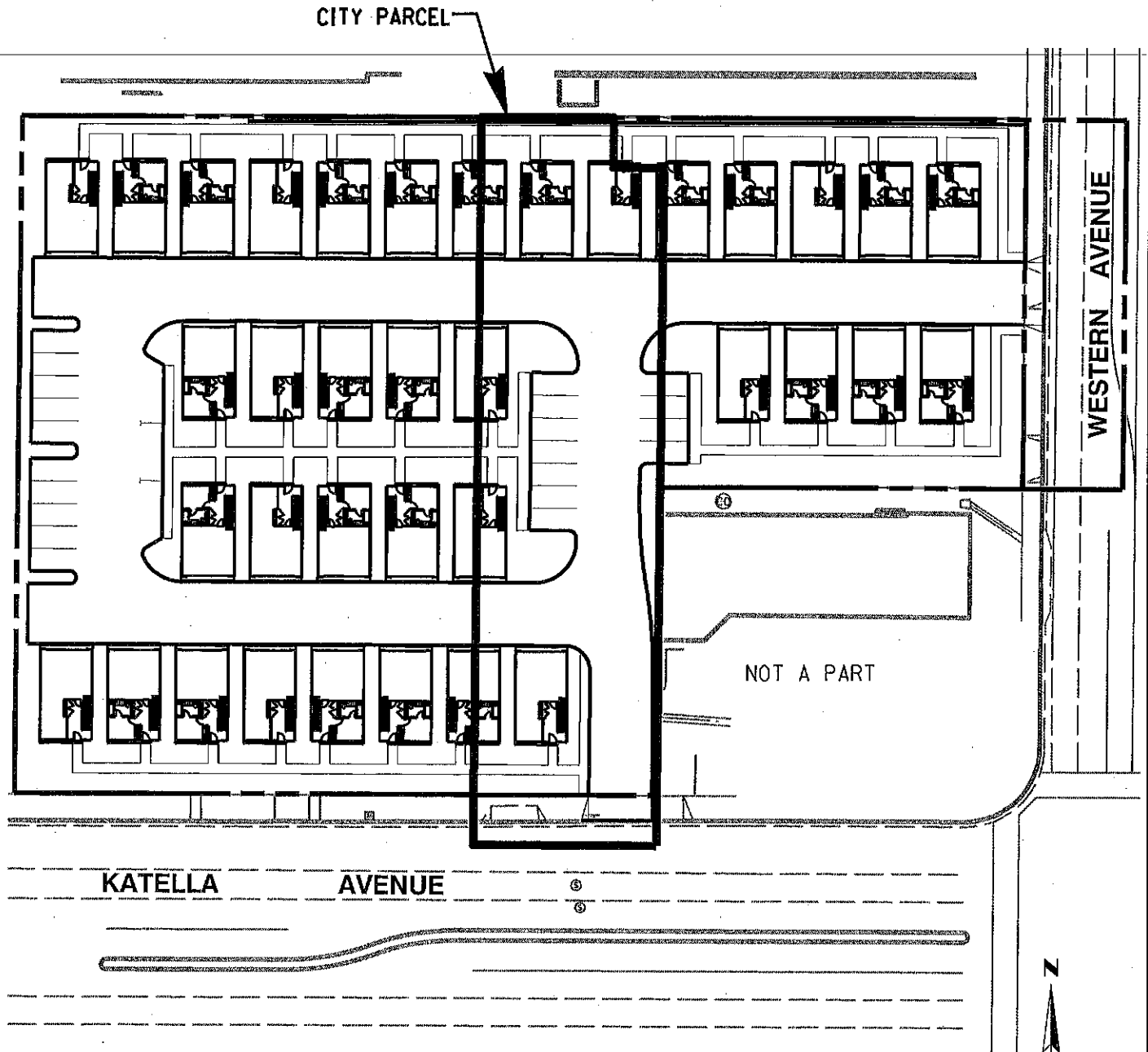
**[THE SCOPE OF DEVELOPMENT SHOULD INCLUDE A SITE PLAN OR OTHER
DEPICTION OF THE PROJECT AS A PORTION OF AND IN RELATION TO THE
REMAINDER OF THE COMMUNITY]**

[Attached behind this cover page]

Exhibit F

EXHIBIT "F"

SCOPE OF DEVELOPMENT



**KB HOME - KATELLA ASSEMBLAGE
STANTON, CA**

RICK ENGINEERING
JN 18554A

SCALE: 1"=60'
DATE: 08-05-20

**EXHIBIT G
TO
FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT
(7455 Katella Avenue)**

COPY OF ASSIGNMENT

[Attached behind this cover page]

Exhibit G

BLANKET ASSIGNMENT AND BILL OF SALE

Reference is made to that certain property located in the City of Stanton, the County of Orange, State of California and described in more detail on Exhibit A attached hereto and made a part hereof and the improvements located thereon and the rights, privileges and entitlements incident thereto (the "**Property**").

For good and valuable consideration, receipt of which is acknowledged, the undersigned, the HOUSING AUTHORITY OF THE CITY OF STANTON, a public body, corporate and politic ("**HA**"), sells, transfers, assigns, conveys and delivers to KB HOME Coastal Inc., a California corporation ("**Developer**"), all of HA's right, title and interest in all assets, rights, materials, reimbursements, refunds and/or claims owned, used or held in connection with the ownership, use, management, development or enjoyment of the Property, including, without limitation: (i) all entitlements, permits, subdivision agreements and other agreements relating to the development of Property; (ii) all plans, specifications, maps, drawings and other renderings relating to the Property; (iii) all warranties, claims, indemnities and any similar rights relating to and benefiting the Property or the assets transferred hereby; (iv) all intangible rights, goodwill and similar rights benefiting the Property; (v) all development rights benefiting the Property; (vi) all rights, refunds, claims and awards benefiting or appurtenant to the Property; (vii) all rights to receive a reimbursement, credit or refund from the applicable agency or entity of any deposits or fees paid in connection with the development of the Property; and (viii) all claims, counterclaims, defenses or actions, whether at common law or pursuant to federal, state, or local laws or regulations, against third parties relating to the existence of any Hazardous Materials in, at, on or under the Property.

HA shall, at any time and from time to time upon written request therefor, execute and deliver to Developer, its nominees, successors and/or assigns, any new or confirmatory instruments and do and perform any other acts that Developer, its nominees, successors and/or assigns, may request in order to fully transfer possession and control of, and protect the rights of Developer, its nominees, successors and/or assigns in, all the assets of HA intended to be transferred and assigned hereby.

Dated: _____

HOUSING AUTHORITY OF THE CITY
OF STANTON, a public body, corporate and
politic

By: _____

Executive Director

Exhibit G

EXHIBIT A
TO BLANKET ASSIGNMENT AND BILL OF SALE
LEGAL DESCRIPTION OF THE PROPERTY

Exhibit G

**EXHIBIT H
TO
FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT
(7455 Katella Avenue)**

NOTICE OF AGREEMENT

[Attached behind this cover page]

Exhibit H

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Housing Authority of the City of Stanton

City of Stanton

7800 Katella Ave

Stanton, CA 90680

Attention: Executive Director

SPACE ABOVE FOR RECORDER'S USE ONLY
EXEMPT FROM RECORDING FEES – GOVT. CODE § 27383

HOUSING AUTHORITY OF THE CITY OF STANTON

Notice of Agreement

FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT

(7455 Katella Avenue)

TO ALL INTERESTED PERSONS PLEASE TAKE NOTICE that as of [REDACTED], 20 [REDACTED], **KB HOME COASTAL INC.**, a California corporation (“Developer”), and the Housing Authority of the City of Stanton, a public body, corporate and politic (“HA”), entered into an agreement entitled “FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT (7455 Katella Avenue)” (“Agreement”). A copy of the Agreement is available for inspection and copying by interested persons as a public record of HA at the City of Stanton’s offices located 7800 Katella Avenue, Stanton, California, during the regular business hours of the City.

The Agreement affects the real property described in Exhibit “1” attached to this Notice of Agreement (“Property”). The meaning of defined terms, indicated by initial capitalization, used in this Notice of Agreement shall be the same as the meaning ascribed to such terms, respectively, in the Agreement.

Exhibit H

PLEASE TAKE FURTHER NOTICE that the Agreement contains certain covenants running with the land of the Property and other agreements between Developer and HA affecting the Property, including, without limitation (all section references are to the Agreement):

[COVENANTS TO BE AGREED UPON PRIOR TO EXPIRATION OF DUE DILIGENCE PERIOD AND CONSISTENT WITH DEVELOPMENT AGREEMENT]

HA:

HOUSING AUTHORITY OF THE CITY OF STANTON, a public body, corporate and politic

By: _____
Executive Director

DEVELOPER:

KB HOME COASTAL INC., a California corporation

ATTEST:

By: _____
Authority Secretary

By: _____

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____

By: _____
General Counsel

Exhibit H

EXHIBIT "1"
TO
NOTICE OF AGREEMENT

Property Legal Description

Exhibit H

**EXHIBIT I
TO
FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT
(7455 Katella Avenue)**

FORM OF HOLDBACK AGREEMENT

[Attached behind this cover page]

Exhibit I

HOLDBACK AGREEMENT

THIS HOLDBACK AGREEMENT (this "**Holdback Agreement**") is entered into as of _____, 2021 by and among the HOUSING AUTHORITY OF THE CITY OF STANTON, a public body, corporate and politic ("**HA**"), KB HOME COASTAL INC., a California corporation ("**Developer**"), and FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation ("**Escrow Agent**") with reference to the following recitals:

RECITALS

A. HA and Developer are parties to that certain FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT AGREEMENT dated _____, 2020 ("**DDA**"), concerning the sale of the real property therein described (the "**Property**") by HA to Developer. Escrow Agent is the "Escrow Agent" under the DDA.

B. This Holdback Agreement is being entered into concurrently with the Close of Escrow for Developer's acquisition of the Property pursuant to the DDA.

C. The DDA requires that at the time of the Close of Escrow, the Holdback Amount (*i.e.*, One Hundred Fifty Thousand Dollars (\$150,000)) be retained by Escrow Agent and that Escrow Agent deposit the Holdback Amount into an Escrow holdback account ("**Holdback Account**") which shall fund Developer's Abandonment of the Oil Well.

D. HA and Developer desire to enter into this Holdback Agreement to provide instructions for the deposit, administration, investment and disbursement of the Holdback Amount to Escrow Agent for the purposes herein described, and Escrow Agent has agreed to hold, administer, invest and disburse the Holdback Amount, all on the terms and conditions herein set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for other good and valuable consideration, which each of the parties acknowledges is sufficient, the parties hereto agree as follows:

1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meaning given to them in the DDA, unless the context clearly requires otherwise.

2. Escrow Agent. HA and Developer hereby appoint and designate First American Title Insurance Company as "**Escrow Agent**" for the purposes set forth herein, and Escrow Agent accepts said appointment subject to the terms of this Holdback Agreement.

3. Establishment of Escrow Holdback Account. Escrow Agent shall establish and maintain the interest-bearing Holdback Account at a reputable financial institution selected by

Exhibit I

Developer and reasonably approved by HA on the terms and conditions specified in this Holdback Agreement.

4. Deposit of Holdback Amount. At the Close of Escrow, Escrow Agent shall retain from the proceeds due to HA and shall deposit the Holdback Amount into the Holdback Account.

5. Investment.

(a) General Provisions. The Holdback Amount shall be deposited in an interest bearing account without penalty for withdrawal in favor of Escrow Agent. All investment of the Holdback Amount shall be made by Escrow Agent, in accordance with written directions from Developer and subject to HA's approval, which approval shall not be unreasonably withheld. In any event, Escrow Agent shall not be liable for any loss from said investments.

(b) Costs. All costs incurred to make or redeem each investment of the Holdback Amount shall be split 50-50 by Developer and HA.

6. Interest. Interest, dividends and other amounts, if any, earned on the Holdback Amount shall accrue to the sole benefit of Developer. Any such interest shall be either held in the Holdback Account and invested by Escrow Agent pursuant to Developer's instructions or disbursed to Developer at Developer's request. In the absence of any such instructions or requests by Developer, interest on the Holdback Amount shall be paid over to Developer at the time of the disbursement of the remainder of the Holdback Amount to Developer.

7. Oil Well Location Determination. In the event Developer determines, and HA confirms, that the Oil Well does not exist on the Property, Developer and HA shall provide written confirmation to Escrow Agency within ten (10) days of making that determination and, notwithstanding any other provision of this Agreement, Escrow Agent shall release the Holdback Amount to the City within five (5) days of receiving the written confirmation and this Agreement shall be terminated.

8. Disbursement to Developer of Holdback Amount. In the event that Developer determines, and HA confirms, that the Oil Well exists on the Property, to the extent that, from time to time, Developer incurs costs in connection with the Abandonment of the Oil Well, Developer may submit to Escrow Agent and HA a written request to withdraw a corresponding amount of such costs from the Holdback Amount ("**Disbursement Request**"). Notwithstanding any other provision of this Holdback Agreement or the DDA, HA shall not be responsible for any costs associated with the Oil Well or its abandonment in excess of the Holdback Amount. Developer's Disbursement Request to HA shall be accompanied by invoices or other written documentation that reasonably evidences Developer's costs incurred in connection with the Abandonment. HA shall, within fourteen (14) days after receipt of such Disbursement Request, either deliver written notice to Escrow Agent and Developer approving such Disbursement Request or deliver written notice to Escrow Agent and Developer disapproving such Disbursement Request ("**HA's Response**"). Failure of HA to timely deliver HA's Response shall be deemed to constitute HA's

Exhibit I

approval of Developer's Disbursement Request. In the event of a HA's Response which approves a Disbursement Request, Escrow Agent shall immediately disburse the amount of the Disbursement Request to Developer. In the event of HA's failure to timely deliver a HA's Response which disapproves a Disbursement Request, Escrow Agent shall disburse the amount of Developer's Disbursement Request to Developer on the first business day after the date that HA's Response is due. HA may not disapprove of any Disbursement Request so long as the work and/or materials which are the subject of the Disbursement Request have, in fact, been performed or provided, as applicable, in a manner consistent with the Scope of Work for the Abandonment attached to the Agreement, as revised from time to time, at a reasonable rate. In the event that there is a dispute between Developer and HA with respect to a Disbursement Request and, notwithstanding the good-faith efforts of Developer and HA to agree, they fail to do so within ten (10) days after HA's delivery of HA's Response, then the issue of whether the portion of the Holdback Amount should be disbursed to Developer pursuant to Developer's Disbursement Request shall be determined based upon the decision of an independent third party with expertise in oil well abandonment agreed upon, in writing, by Developer and HA ("**Third Party Arbitrator**") pursuant to the following process. Within fifteen (15) days after the expiration of the ten (10) day period described above, Developer and HA shall submit to each other, in writing, such evidence to support its position as to whether the work on or materials supplied for the Abandonment for which Developer has delivered a Disbursement Request have been performed or provided at a reasonable rate and Developer is or is not entitled to the disbursement. If the parties are still not in agreement as to whether Developer is or is not entitled to the disbursement within seven (7) days thereafter, Developer and HA shall cooperatively provide the same evidence previously provided to each other to the Third Party Arbitrator, who will then render a decision as to whether Developer's Disbursement Request should be honored within fifteen (15) days thereafter. No evidence not previously provided to the other party may be submitted to the Third Party Arbitrator. The entire cost of such Third Party Arbitrator shall be paid by the party whose position is rejected by the Third Party Arbitrator.

9. Excess Funds. In the event that on the Termination Date (defined in Section 13 below), there exist excess funds in the Holdback Account, such excess funds shall be distributed to HA within ten (10) calendar days after delivery of written notice by HA to Developer and Escrow Agent requesting disbursement of such excess funds and without additional action or instruction from the HA or Developer.

10. Escrow Agent's Reliance on Disbursement Requests. Escrow Agent shall not be required to review any document submitted with any Disbursement Request or make any other inquiry with respect to any Disbursement Request, but instead may rely, without any investigation or inquiry, on the Developer's assertion that the Developer is entitled to the portion of the Holdback Amount requested in its Disbursement Request (subject to Escrow Agent's obligation to comply in the event of a timely written objection from HA). Nevertheless, upon receipt by Escrow Agent of each Disbursement Request, Escrow Agent shall immediately forward a copy of such notice (with attachments, if any) to the other party.

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11. Expenses. Subject to Section 24 of this Holdback Agreement below, HA and Developer shall split equally all charges of Escrow Agent and such attorneys' fees, expenses and other costs as may be incurred by Escrow Agent in connection with the administration of this Holdback Agreement.

12. Accounting. Escrow Agent shall provide HA and Developer with quarterly statements detailing the status of the Holdback Account, including a record of all disbursements from the Holdback Account.

13. Termination. This Agreement shall be terminated and, thereafter, of no further force or effect on the date which is the first to occur of (i) the date of the completion of the Abandonment, as certified and approved by DOGGR, (ii) the date twelve (12) months after the issuance of a grading permit for the Property, (iii) the date two (2) years from the date of the Close of Escrow for Developer's acquisition of the Property or (iv) the date when the entire amount of the Holdback Amount held in the Holdback Account has been disbursed under this Holdback Agreement ("**Termination Date**"). Within ten (10) calendar days after the Termination Date, Escrow Agent shall provide HA and Developer with a final accounting and this Holdback Agreement shall terminate.

14. Indemnity. Developer shall indemnify and hold HA and the City of Stanton, their officers, agents, employees and independent contractors free and harmless from any liability whatsoever, based or asserted upon any act or omission of Developer, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury, or death (Developer's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with this Agreement or arising from the activities contemplated under this Agreement, save and except claims for damages arising through the active negligence or willful misconduct of HA. Developer shall defend, at its expense, including reasonable attorneys' fees, HA, City, their officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. City and HA may in its discretion participate, with counsel of its choosing, in the defense of any such legal action at Developer's expense and shall cooperate in good faith with Developer in the defense.

15. Reservation of Rights. With respect to Section 14, HA and City reserve the right to either (1) approve the attorney(s) which Developer selects, hires or otherwise engages to defend HA and City hereunder, which approval shall not be unreasonably withheld, or (2) conduct its own defense, provided, however, that Developer shall reimburse HA and City forthwith for any and all reasonable expenses incurred for such defense, including reasonable attorneys' fees, upon billing and accounting therefor.

16. Survival. The provisions of Sections 14 and 15, inclusive, shall survive the termination of this Agreement.

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18. Liability of Escrow Agent.

(a) Escrow Agent shall hold possession of and solely keep the Holdback Amount subject to the terms and conditions of this Holdback Agreement, and shall deliver and dispose of the same according to the terms and conditions hereof, and shall deal with the parties hereto in relation to the sums escrowed fairly and impartially according to the intent of the parties as herein expressed; provided, however, that Escrow Agent shall not be deemed to be a party to any document other than this Holdback Agreement, and shall not be responsible or liable in any manner whatsoever for the sufficiency, manner of execution or validity of any written instructions, certificates or any other documents received by it, or as to the identity, authority or rights of any persons executing the same. Escrow Agent shall be entitled to rely at all times on instructions given by HA and/or Developer, as the case may be and as required hereunder, without any necessity of verifying the authority therefor.

(b) Escrow Agent shall not at any time be held liable for actions taken or omitted to be taken in good faith, without negligence or willful misconduct and not in breach of this Holdback Agreement. HA and Developer agree to indemnify, protect, save and hold harmless Escrow Agent, its successors and assigns, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorneys' fees and court costs) of whatever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Holdback Agreement and any action taken hereunder; provided, however, that HA and Developer shall have no such obligation to indemnify, save and hold harmless Escrow Agent from any claim or liability incurred by, imposed upon or asserted against Escrow Agent for its own negligence or any breach of this Holdback Agreement.

19. Escrow Agent's Resignation. Escrow Agent may resign upon thirty (30) days written notice to HA and Developer, whereupon HA and Developer shall appoint a successor Escrow Agent reasonably acceptable to each party. Upon receipt of written acceptance by a successor escrow agent, Escrow Agent shall promptly transfer all funds and assets held to the successor Escrow Agent.

20. Notices. Any and all Notices submitted by any party to the other party pursuant to or as required by this Holdback Agreement shall be proper, if in writing and sent by electronic mail, by messenger for immediate personal delivery, nationally recognized overnight (one Business Day) courier (*i.e.*, United Parcel Service, Federal Express, *etc.*) or by registered or certified United States mail, postage prepaid, return receipt requested, to the address or email address of the recipient party, as designated below in this section. Notices may be sent in the same manner to such other addresses as either party may from time to time designate by Notice in accordance with this section. Notice shall be deemed received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that the Notice is successfully delivered to the recipient by messenger, one Business Day after delivery to a nationally recognized overnight carrier or two (2) calendar days after the Notice is placed in the United States mail in accordance with this section. A party may send a courtesy copy of a Notice by email as well as by one of the approved methods listed in the

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preceding sentence, but only the approved method is valid for binding Notice. Any attorney representing a party may give any Notice on behalf of such party. The Notice addresses for the parties, as of the Effective Date, are as follows:

To Developer: KB Home Coastal Inc.
36310 Inland Valley Drive
Wildomar, California 92595
Attn: Steve Ruffner and Lori Schmid
Email: sruffner@kbhome.com;
lschmid@kbhome.com

With Copy To: KB Home
10990 Wilshire Blvd., 7th Floor
Los Angeles, California 90024
Attn: Phil Darrow
Email: pdarrow@kbhome.com

and

Green Steel & Albrecht, LLP
19800 MacArthur Blvd., Suite 1000
Irvine, CA 92612-2433
Attn: Joseph M. Manisco, Esq.
Email: jmanisco@gsaattorneys.com

To HA: Housing Authority of the City of Stanton
City of Stanton
7800 Katella Ave
Stanton, CA 90680
Attention: Executive Director
Email: JHildenbrand@ci.stanton.ca.us

With Copy to: Best Best & Krieger LLP
18101 Van Karman Avenue, Suite 1000
Irvine, CA 92614
Attention: Elizabeth W. Hull, Esq.
Email: elizabeth.hull@bbklaw.com

21. Governing Law. This Holdback Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

Exhibit I

22. Headings and Sections. The headings used herein are for convenience only and are not to be used in interpreting this Holdback Agreement. References to Sections are to Sections in this Holdback Agreement, unless expressly stated otherwise.

23. Amendments. This Holdback Agreement is irrevocable and may only be amended by a written amendment executed by all the parties hereto.

24. No Third Parties Benefited. The execution and delivery of this Holdback Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties to this Holdback Agreement, to any person or entity other than the parties hereto, and no other persons or entities shall have any right to any of the Holdback Amount or other monies in the Streets Escrow Holdback Account.

25. Severability. If any term or provision of this Holdback Agreement, or its application to any party or set of circumstances, shall be held, to any extent, invalid or unenforceable, the remainder of this Holdback Agreement, or the application of the term or provision to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and each shall be valid and enforceable to the fullest extent permitted by law.

26. Counterparts. This Holdback Agreement may be signed in multiple counterparts which shall, when signed by all parties, constitute a binding agreement.

27. Further Assurances. After the execution and delivery hereof, HA and Developer shall from time to time at the reasonable request of the other and at the cost and expense of the requesting party, execute and deliver such other instruments and take such other actions as the requesting party may reasonably request in order to fully consummate the transactions contemplated by this Holdback Agreement.

28. Attorneys' Fees and/or Costs. In any action or proceeding between the parties to enforce or interpret any of the terms of provisions of this Holdback Agreement, the prevailing party in the action or proceeding shall be entitled to, in addition to damages, injunctive relief, its reasonable costs and expenses, including, without limitation, costs and reasonable attorneys' fees, both at trial and on appeal.

29. Assignment. This Holdback Agreement may not be assigned by HA, Developer or Escrow Agent without the written consent of the other parties hereto, which consent shall not be unreasonably withheld. Should an assignment be permitted hereunder, this Holdback Agreement shall be binding upon and shall inure to the benefit of HA and Developer and their respective successors and assigns.

SIGNATURE PAGE FOLLOWS

Exhibit I

IN WITNESS WHEREOF, Developer and HA have executed this Holdback Agreement as of the day and year first above written.

HA:

HOUSING AUTHORITY OF THE CITY OF
STANTON, a public body, corporate and politic

DEVELOPER:

KB HOME COASTAL INC.,
a California corporation

By: _____
Executive Director

By: _____
Stephen J. Ruffner, President,

ATTEST:

By: _____
Authority Secretary

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE
COMPANY, a Nebraska corporation

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

By: _____
Name: _____
Its: _____

By: _____
General Counsel

Exhibit I

**EXHIBIT J
TO
FIRST AMENDED AND RESTATED DISPOSITION AND DEVELOPMENT
AGREEMENT
(7455 Katella Avenue)**

SCOPE OF WORK

[ATTACHED BEHIND THIS COVER PAGE] EXHIBIT J

Exhibit J

SCOPE OF WORK

Pre Construction

1. Prepare DOGGR Construction Site Well Review Documents
2. Complete transfer of well operator. Provide \$25,000 performance bond to DOGGR (released upon issuance of DOGGR approval letter). Sign up for Wellstar, DOGGR's electronic submission site.
3. Prepare Notice of Intent and Abandonment Permit through Wellstar. City of Stanton to provide necessary CEQA documentation.

Re-abandonment Procedure

1. Dig out 13" casing stub and located 13", 65# csg, confirm cement to surface 13" csg x 16" OH annulus. Pump top job annulus cmt plug(s) as necessary.
2. MIRU and install Class II 2M BOPE with hydraulic controls, during abandonment operations with 15' - 2" kill line rated to 3000 psi. Blowout prevention equipment will be as defined by DOOGR publication No. M07. It will be maintained in operating condition and meet the following minimum guidelines:
 - a. Class II 2M with hydraulic controls during abandonment operations
 - b. A 2M lubricator for wireline operations
 - c. BOPE prevention drills are conducted at least weekly and recorded on the tour sheet.
 - d. Hole fluid of a quality and in sufficient quantity to control subsurface conditions.

Clean out Operations

3. Confirm ID of 13", 65# casing. Run in hole with bit for 13", 65# csg on work string as necessary and clean out surface cement plug in 13" casing. The records indicate that a surface plug was installed.
4. Continue in well, tag cement plug at 183'. Clean out cement plug across 13" csg seat to 225'.
5. Mud up hole, circulate and condition mud as necessary, prepare to begin clean-out operations F/225' - T/3221'.
6. Pull out of hole with bit and work string. Prep to change out to 11" bit.

Exhibit J

7. Run in hole with 11" bit on work string to +/- 200', begin to clean out 11" open hole from 200' to 3221', circulate and condition mud.
8. Pull out hole with work string and 11" bit. Run in hole with work string open ended, tag TD at 3221'. Circulate and condition mud.
9. Notify DOGGR to witness TD tag. Continue to circulate and condition mud and prepare to begin abandonment cementing operations.

Cementing Operation

10. Place a 2071' cement plug F/3221' (open hole TD) – T/1150 in stages with 1367 ft³ of cement. Pull out of the hole to 750', WOC as necessary, tag TOC and make arrangements for DOGGR inspectors to witness the tag. (cement calculations **do not** include excess).

Isolate USDW Cementing Operations at 1070'

11. Run in hole with open ended work string to +/-1150'. Place 130' cement plug F/ +/- 1150' – T/1020' with 94 ft³ of cement. Pull out of the hole to 600'. WOC as necessary, tag TOC and make arrangements for DOGGR inspectors to witness the tag. (cement calculations for cement plug include 10% excess).

Place cement plug across 13" surface casing shoe at 200'

12. Run in hole with open ended work string to +/-1020'. Place a 770' cement plug F/+/- 1020' - T/250' in stages with 508 ft³ of cement. Pull out of the hole to 200', WOC as necessary, tag TOC and make arrangements for DOGGR inspectors to witness the tag. (cement calculations **do not** include excess).
13. Run in hole with open ended work string to +/-250'. Place a 100' cement plug F/+/- 250' - T/150' with 82ft³ of cement. Pull out of the hole to 200', WOC as necessary, tag TOC and make arrangements for DOGGR inspectors to witness the tag. (cement calculations include 10% excess).

Surface Plug Cementing Operations

14. Spot 150' surface cement plug from 150' to surface in 13", 65#/ft casing with 126 ft³ of cement. Verify that 13" casing x 16" OH annulus is cemented to surface.
15. Cut casing off 5' below surface and weld on steel plate.
16. Rig down and move out workover rig.
17. OFRS will demo cellar, perform leak test, install vent cone, install PVC piping to surface.

Exhibit J

Post Construction

1. Conduct final well abandonment inspections with DOGGR.
2. Prepare and submit final abandonment documentation to DOGGR for approval.
3. Coordinate with DOGGR on issuance of Final Release/Approval Letter.
4. Receive Final Release/Approval Letter from DOGGR

Exhibit J

RESOLUTION NO. 2021-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING SITE PLAN AND DESIGN REVIEW (SPDR)-810, PLANNED DEVELOPMENT PERMIT (PDP) 20-06 AND TENTATIVE TRACT MAP NO. 19145 FOR A NEW 36-UNIT, DETACHED CONDOMINIUM DEVELOPMENT FOR THE PROPERTIES LOCATED AT 7401, 7421, AND 7455 KATELLA AVENUE AND 10941 AND 10921 WESTERN AVENUE LOCATED IN THE HIGH DENSITY RESIDENTIAL (RH) AND GENERAL MIXED-USE (GLMX) OVERLAY ZONE AND FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT UNDER THE CLASS 32 EXEMPTION

WHEREAS, on November 9, 2020, Kurt Bausback representing KB Home Coastal Inc., (“Applicant”) filed applications for a Site Plan and Design Review (SPDR)-810, Planned Development Permit (PDP) 20-06 and Tentative Tract Map (TTM) No. 19145, for the development of a 2.55-acre site (“Project Site”), located at 7401, 7421, and 7455 Katella Avenue and 10941 and 10921 Western Avenue (APNs: 079-371-09, 079-371-12, 079-371-13, 079-371-15, 079-371-26 and 079-371-27) for a new 36-unit, detached, condominium development and associated improvements (“Project”); and

WHEREAS, on June 3, 2021, the City gave public notice of the Planning Commission public hearing to consider Site Plan and Design Review (SPDR)-810, Planned Development Permit (PDP) 20-06 and Tentative Tract Map (TTM) No. 19145, for the Project, by posting the public notice at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center. Notice was also mailed to property owners within a 500-foot radius of the Project Site, posted on the City’s webpage, and published through the agenda posting process; and

WHEREAS, on June 16, 2021, the Planning Commission of the City of Stanton conducted a duly noticed public hearing concerning the request to approve Site Plan and Design Review (SPDR)-810, Planned Development Permit (PDP) 20-06 and Tentative Tract Map No. 19145 for the development of a 2.55-acre site located at 7401, 7421, and 7455 Katella Avenue and 10941 and 10921 Western Avenue in the High Density Residential (RH) and General Mixed-Use (GLMX) Overlay Zone and recommended that the City Council approve the Project; and

WHEREAS, on June 16, 2021, the Planning Commission found that the Project is categorically exempt from the California Environmental Quality Act (“CEQA”) under the Class 32 exemption, which applies to in-fill development meeting the conditions described in Section 15332 of the State CEQA Guidelines; and

WHEREAS, on July 15, 2021, the City gave public notice of the City Council meeting to conduct a public hearing to consider Site Plan and Design Review (SPDR)-810, Planned Development Permit (PDP) 20-06 and Tentative Tract Map (TTM) No. 19145, for the Project, by posting the public notice at three public places including Stanton City Hall, the Post Office, and the Stanton Community Services Center. Notice was also mailed to

property owners within a 500-foot radius of the Project Site, posted on the City's webpage, and published through the agenda posting process; and

WHEREAS, on July 27, 2021, the City Council of the City of Stanton conducted a duly noticed public hearing concerning the request to approve Site Plan and Design Review (SPDR)-810, Planned Development Permit (PDP) 20-06 and Tentative Tract Map (TTM) No. 19145, for the property located at 7401, 7421, and 7455 Katella Avenue and 10941 and 10921 Western Avenue; and

WHEREAS, the City Council has carefully considered all pertinent written and verbal testimony and information from the public hearing, including, without limitation, the staff report prepared for this application; and

WHEREAS, all legal prerequisites have occurred prior to the adoption of this resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF STANTON, DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1: The recitals above are true and correct and hereby adopted as findings as if fully set forth herein.

SECTION 2: CEQA. The City Council hereby determines that the Project is Categorically Exempt from CEQA under the Class 32 exemption for infill development set forth in State CEQA Guidelines section 15332. This determination is supported by substantial evidence, including (1) a 258-page CEQA Class 32 Categorical Exemption Support Letter ("Support Letter") prepared by LSA, an environmental consultant; (2) an independent review of the Support Letter by the City of Stanton Planning Division; (3) an Initial Study; and (4) the entirety of the record of proceedings relating to the Project. Based on this substantial evidence, the City Council hereby determines that the Project is Categorically Exempt from CEQA under the Class 32 exemption because:

(1) The Project is consistent with the applicable General Plan designation and all applicable General Plan policies as well as with the applicable zoning designation and regulations. Notably, the Project is consistent with the Project Site's General Plan Land Use Designation of High Density Residential.

(2) The Project occurs within City limits on a Project Site of no more than five-acres, substantially surrounded by urban uses. More specifically, the Project Site for new construction is 2.55 acres in size and located in an urbanized area, surrounded by fully developed parcels.

(3) The Project Site has no value as habitat for endangered, rare, or threatened species. Indeed, there are no known endangered, rare, or threatened species in the City, and the Project Site—which is heavily disturbed—has no value as habitat for any listed species.

(4) The Project will not result in any significant effects relating to traffic, noise, air quality, or water quality. Specifically:

(a) Traffic. A traffic analysis study was completed for the Project, and this study, which is included in the Support Letter, confirmed that the Project will not have a significant transportation impact. The Project would only generate 187 average daily trips (ADT); per the County's guidelines for evaluating Vehicle Miles Traveled and traffic impacts under CEQA, the Project is thus presumed to have a less than significant transportation impact because it generates fewer than 500 ADT.

(b) Noise. A Noise and Vibration Impact Analysis was completed for the Project, and this study, which is included in the Support Letter, concluded based on substantial evidence that the Project will not have a significant noise impact.

(c) Air quality. An Air Quality and Greenhouse Gas Technical Memorandum was completed for the Project, and this study, which is included in the Support Letter, confirmed that the Project will not have a significant air quality impact. Notably, the air quality study assessed the Project's consistency with plans related to air quality, and it analyzed the Project's potential construction and operational emissions. The analysis confirms that the Project will not have a significant air quality impact.

(d) Water quality. In addition to analysis set forth in the Support Letter, a Drainage Study was prepared for the Project. This substantial evidence confirms that the Project will not have a significant impact on water quality. Notably, the Project will not have a significant impact on water quality as it is subject to the requirements of the Santa Ana Regional Water Quality Control Board's NPDES Permit *Waste Discharge Requirements for the County of Orange, Orange County Flood Control District, and the Incorporated Cities of Orange County within the Santa Ana Region Areawide Urban Storm Water Runoff Orange County* (Order No. R8-2009-0030, NPDES No. CAS618030, as amended by Order No. R8-2010-0062) ("North Orange County MS4 Permit"). Moreover, in compliance with the North Orange County MS4 Permit requirements, a Water Quality Management Plan ("WQMP") has been prepared for the Project, which requires compliance with various Best Management Practices. As a result, the Project will not have a significant impact on water quality.

(5) The Project Site can be adequately served by all required utilities and public services. The Project Site is located with an urbanized area, and accordingly, water, electrical, cable and phone, and sewer services are all established within the area, and the site will be able to connect to all services. Moreover, the Project Site can be adequately served by public services, including all emergency public services. Notably, Orange County Fire Authority (OCFA) has reviewed the Project plans and deemed that there is appropriate access to the site to accommodate fire protection services.

The City Council additionally determines that no exception to the Class 32 exemption applies to the Project, for the reasons set forth in the Support Letter. Notably, the Project will not have any significant cumulative impacts; there are no unusual circumstances surrounding the Project that could result in a significant effect on the environment; the Project will not damage scenic resources and there are no designated scenic highways within the Project's vicinity; the Project is not listed on the Cortese List; and the Project will not impact any historical resources.

For all of the foregoing reasons, the City Council finds and determines that the entirety of the Project is categorically exempt from CEQA under the Class 32 exemption.

SECTION 3: Site Plan and Design Review Findings. In accordance with Stanton Municipal Code (SMC) Section 20.530.050, the City Council hereby finds that the Project is:

A. Allowed within the subject zone.

The Project (i.e., the 36-unit, detached, condominium Project) is located within the High Density Residential (RH) Zone with the General Mixed-Use Overlay. SMC Section 20.210.020 provides that multi-family development is permitted by right in the RH zone. Therefore, the Project is allowed in the subject zone.

B. Designed so that:

1. The Project will not be detrimental to the public health, safety, or general welfare, and not detrimental to adjacent property.

The Project includes the demolition of two existing, single-family dwelling units and associated structures and will provide for the appropriate safe and secure abandonment of the existing well located on the northern portion of the site. The new residential development is consistent with the use and character of the adjacent properties and is designed to complement the neighborhood. Consistent with the existing condominium developments to the north and west of the Project Site the Project will utilize similar building materials such as 16/20 sand finish stucco, fiber cement horizontal siding, wood fascia board accents and shingle roofs. Conditions of approval have been included to ensure appropriate measures are taken during construction to minimize the impacts construction activities could have on surrounding properties including Condition 11 designating a noise disturbance coordinator responsible for responding to neighborhood complaints about construction noise.

2. Architectural design and functional plan of the structures and related improvements are of high aesthetic quality and compatible with adjacent developments.

The Project is designed to complement and be consistent with the adjacent neighborhoods and the community overall. The residential units include a

modern architectural design with a stucco finish including paint and siding exterior details. The Project Site incorporates perimeter and internal landscaping to improve the site and corridor conditions. Private open space is provided for each unit and common open space areas include a tot lot, dog park and BBQ area with picnic tables to improve the quality of life for residents.

3. Structures and related improvements are suitable for the proposed use of the property and provide adequate consideration of the existing and contemplated uses of land and orderly development in the general area of the subject site.

The project is proposed to provide 14 dwelling units to the acre well below the 8 dwelling units per acre allowed. The Project provides more than the required on-site amenities and meets or exceeds all setbacks, lot coverage, required private open space, landscaping, guest parking and permeable surfaces. The project also is well below the maximum height requirement for the High-Density residential zone. The site has been designed to face homes onto Katella Avenue improving the pedestrian feel of this corridor and connecting the project with the residential community to the west and the commercial services to the east.

4. The Project's site plan and design is consistent with the City's Design Standards and Guidelines, if any.

The City does not currently have any adopted design standards and guidelines. However, the Project is designed to include high quality building materials, robust landscaping along Katella and Western Avenue, internal walkways and amenities to complement this development and create a consistent pattern with adjacent neighborhoods.

C. Designed to address the following criteria, as applicable:

1. Compliant with the Zoning Code, Municipal Code Title 16 (Buildings and Construction), and all other applicable City regulations and policies.

The Project with the conditions contained herein is compliant with all applicable City regulations. The Project meets the required front and side yard setbacks, private open space requirements, guest parking, density, lot coverage, impervious surface coverage and height. The applicant has requested modifications to the rear yard setback to address the two units adjacent to the western property line, a six-foot separation between the structures consistent with a single-family development subdivision, reduction in common open space and landscaping to accommodate additional guest parking which has been identified as a priority in the City and a reduction in the off street parking requirements for this type of use as supported and justified by the Parking Study, ITE standards and managed by the HOA and Parking Management Plan for the project.

2. Efficient site layout and design;

The Project will feature 23, three-bedroom units and 13, four-bedroom units. The units are designed as single-family, detached units including private yards, attached garages and a three-story design to efficiently use the site. The property is “L” shaped allowing the site to be accessed from Western Avenue and have a secondary entrance on Katella Avenue. The internal street system allows for efficient design to accommodate the single-family character neighborhood. Guest parking is provided throughout the development to provide additional parking opportunities to visitors to each unit. Common, usable amenities are located to the interior of the site facilitating efficient safety, maintenance and unencumbered use by residents.

3. Adequate yards, spaces, walls, and fences, parking, loading, and landscaping that fit within neighboring properties and developments;

The Project provides sufficient separation from adjacent properties, open space for both private and common use and offers on-site amenities to address the needs of the residents. The Project offers well designed and usable common open space with improved site conditions including 3 on-site amenities: a BBQ area, tot lot and dog park area. A new block wall will be installed on the south property line adjacent to the corner commercial property and will incorporate landscaping to soften the public facing view. Walls and fencing are included to ensure the safety and security of the property and appropriate separation and privacy for adjacent developments. The proposed parking provides attached, enclosed garages for each unit and offers 23 open guest parking spaces well above the minimum standard required by Code. The site design, development standards proposed with the Planned Development Permit and the conditions of approval ensure this Project will complement and be consistent with neighboring properties and adjacent development.

4. Relationship to streets and highways that are adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed development;

The proposal is for a residential development with a density consistent with the General Plan and Zoning anticipated to be handled by the City's existing street network. The Project will be accessed by Katella and Western Avenue and is not anticipated to negatively impact the existing street network. According to the County VMT Guidelines small Projects generating 500 or fewer daily trips have a less-than significant transportation impact. The traffic analysis conducted for this project determined the Project as proposed would generate 187 net new Average Daily Traffic (ADT), well below the range for less-than significant transportation impact. In order to address the anticipated needs of the future residents, the Project will lengthen the existing southbound left-turn lane at the intersection of Western Avenue/Katella Avenue from 100 feet to 175 feet to provide additional queue distance for vehicles traveling south on Western Avenue turning to travel east on Katella. The driveway on Katella

Avenue has been dedicated for entrance onto the property only to avoid potential conflicts with those exiting the property and vehicles traveling westbound on Katella.

5. Compatible and appropriate scale to neighboring properties and developments;

The proposed Project will be compatible with existing residential developments in the area by maintaining appropriate height, mass, density and scale of the residential development. Additionally, landscape areas, appropriate setback conditions, walls and fencing and overall site design has been considered to ensure the development is compatible with the adjacent residential neighborhoods.

6. Efficient and safe public access (both pedestrian and vehicular) and parking;

The Project has been designed to ensure safe and adequate vehicle access by the 25-foot driveway providing right in and right out access to and from the site from Western Avenue. The second 25-foot driveway on Katella is limited to right in only to better ensure the safety of pedestrians and vehicles. Parking on site has been designed to be interior to the property and is designed adjacent to the various units providing safe, accessible guest parking within proximity to homes. Moreover, a safe and efficient street pattern offers access to the garages serving the units and the guest parking provided throughout the site. Walkways are incorporated throughout the Project providing safe access to each unit and to the common spaces and amenities. Amenities are located internal to the development and furthest away from the main arterials to better protect pedestrians and users of these amenities.

7. Appropriate and harmonious arrangement and relationship of proposed structures and signs to one another and to other development in the vicinity, based on good standards of design;

The Project is solely for residential development. The adjacent properties consist of multi-family residential development to the north and west and commercial development on the northwest corner of Katella and Western. The Project proposes landscape buffers along the property lines to enhance the appearance of the property. The sleek, modern architectural style including stucco finish, multiple windows, and metal and wood accents compliment the pedestrian-oriented development with a street facing design to connect the project to Katella Avenue and the adjacent residential development to the west. The Project complements the modern architecture of the Lighthouse Project approved further north on Western Avenue.

8. Appropriate relationship to land use and development of adjacent properties, including topographic and other physical characteristics of the land;

The construction and improvements at the Project Site are consistent with the surrounding uses and complement neighborhood commercial and single family and multi-family residential neighborhoods. Low fences along the Katella

frontage provide for safety and security while still connecting the project to adjacent residential and commercial properties to the west and east. The sidewalk is only interrupted by the one driveway on Katella and one driveway on Western and maintains and enhances the pedestrian pattern with improved landscape on both arterials. The buildings are set back from the adjacent property lines to maintain appropriate separation but complimenting the development pattern found in the neighborhood. The height of the project is in keeping with adjacent projects and represents a good transition from Katella and Western into the high density residential communities adjacent to the site.

9. Proper site utilization and the establishment of a physical and architectural relationship to existing and proposed structures on the site;

The Project has been designed to efficiently allow residents to gain access without impacting adjacent properties. Emergency and services will be able to access the site and access all residential units by the simple street pattern. Landscape buffers have been provided around the perimeter of the project as well as throughout common walkways and open space features to improve the quality of life on the site. The modern architectural style and high-quality finishes complement the residential and commercial development in the area.

10. Compatible architectural style with the character of the surrounding area, both to avoid repetition of identical design where not desired, and to ensure compatibility in design where desired;

The stucco design, three-story structures, color blocking and metal and wood accents provide a modern architecture compatible with the neighborhood while offering a variety of design to the residential neighborhood. Maintaining setbacks, height, bulk and massing ensure compatibility with adjacent established communities. The front facing elevation on Katella Avenue ensures a pedestrian-focused project and continues the streetscape and community focus on this elevation.

11. Harmonious relationship with existing and proposed developments and the avoidance of both excessive variety and monotonous repetition;

The Project provides architectural features to avoid design repetition, including the use of façade pop-outs and material finishes to create articulation along the elevations facing Western Avenue and Katella Avenue.

12. Compatible in color, material, and composition of the exterior elevations to neighboring visible structures;

The proposed units feature a modern architecture compatible with development within the neighborhood. Elevations are enhanced with wall offsets and quality architectural finishes. The Project is compatible in color, material and composition of the exterior elevations. The stucco, wood, metal, glazing and shingle roofing materials are consistent with building materials found on the adjacent condominium developments to the north and west. The

modern architecture and colors complement the Lighthouse condominium Project approved further north on Western Avenue and the 11 condominium units to the west. The front facing elevations on Katella Avenue connect the exterior elevations to the residential development to the west and the commercial development to the east.

13. Appropriate exterior lighting that provides for public safety and is not of a nature that will constitute a hazard or nuisance to adjacent properties;

The development incorporates exterior lighting including pedestrian-oriented features adjacent to walkways, wall mounted fixtures on the exteriors of buildings including the residential units and garages and vehicle-oriented fixtures to light parking and entrance areas. The lighting plan provides appropriate safety features for the property as well as designed with hoods and screening techniques to ensure the light is directed onto the subject property and does not spill over onto adjacent residential and commercial properties. New lighting along Katella Avenue will provide public safety improvement along this important corridor.

14. Compatible in scale and aesthetic treatment of proposed structures with public areas;

The Project Site incorporates a variety of landscaping species, enhanced paving at driveway entrances, and landscaped edges that provide a sense of place within the development. With the incorporation of these features, the Project provides an aesthetically pleasing housing development compatible with the overall neighborhood. The Project is conditioned and required to comply with all outside agency permitting requirements to ensure the use does not adversely affect the surrounding air quality or water quality.

15. Appropriate open space and use of water-efficient landscaping; and

Each unit will be provided with a private outdoor fenced yard in addition to common open space areas. The development provides for landscaping which would meet the adopted Water Efficient Ordinance Guidelines as required by the Stanton Municipal Code.

16. Consistent with the General Plan and any applicable Specific Plan;

The proposed development is consistent with the City's General Plan, specifically:

- ***Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites.*** The residentially zoned lots have been underutilized for many years. The Project provides 36, detached, residential condominium units and open space areas. The subdivision allows for the units to be sold separately, providing a more stable resident population. The proposed Project

consolidates smaller, underutilized lots and offers infill development to serve the residential needs of the community while maintaining access to existing public services and utilities.

- ***Goal CD-1.2: Promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, that is consistent with the desired vision and image of Stanton.***

The proposed Project improves the pedestrian and vehicular experience along Western and Katella Avenue. Extensive landscaping creates connections to adjacent neighborhoods and complement the corridors. In addition, the elevations of the new residential units facing Western Avenue and Katella Avenue are designed to provide high-quality design, visual interest and a vibrant streetscape.

- ***Goal ED-2.2: Promote economic revitalization at key locations within the city, specifically the major arterials, Beach Boulevard and Katella Avenue, which carry commuters and other travelers through Stanton. Strategy 2.2.1: Encourage mixed-use development along major corridors, specifically Beach Boulevard and Katella Avenue, as well as at major city intersections and activity nodes.*** The residential Project would provide housing for people close to commercial nodes, which will benefit existing and future commercial uses on Katella Avenue, and contribute to the City's economic base.

- ***Action RC-2.1.6(b) Encourage development of underutilized and vacant infill site where public services and infrastructure are available.*** The Project will consolidate six underutilized properties located at a key intersection and adjacent to established residential neighborhoods. The infill development will redevelop this important corridor while maintaining the appropriate use of public facilities, utilities land available infrastructure.

SECTION 4: Planned Development Permit Findings. In accordance with SMC Section 20.520.060, the City Council hereby finds:

A. The Planned Development Permit will:

1. Be allowed within the subject base zone;

The subject property is zoned High Density Residential (RH) Zone with a General Mixed-Use Overlay. The proposed project is built to the standards of the RH zone and is not utilizing the benefits or requirement of the Mixed-Use Overlay. The proposed 36, detached condominiums, is allowed by right by the underlining and the overlay zone is not required to allow this development. The PDP is intended to ensure the efficient use of land and better living environment. The modifications considered with this request improves site design, improves on-site guest parking, efficiently designs a for-sale single-family residential development offering a much-needed housing type for the community.

2. Be consistent with the purpose, intent, goals, policies, actions, and land use designations of the General Plan and any applicable specific plan;

The proposed development is consistent with the City's General Plan, specifically:

- **Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage infill and mixed-use development within feasible development sites.** The residentially zoned lots have been underutilized for many years. The Project provides 36, detached, residential condominium units and open space areas. The subdivision allows for the units to be sold separately, providing a more stable resident population. The proposed Project consolidates smaller, underutilized lots and offers infill development to serve the residential needs of the community while maintaining access to existing public services and utilities.
 - **Goal CD-1.2: Promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, that is consistent with the desired vision and image of Stanton.** The proposed Project improves the pedestrian and vehicular experience along Western and Katella Avenue. Extensive landscaping connections to adjacent neighborhoods and complement the corridors. In addition, the elevations of the new residential units facing Western Avenue and Katella Avenue are designed to provide high-quality design, visual interest and a vibrant streetscape.
 - **Goal ED-2.2: Promote economic revitalization at key locations within the city, specifically the major arterials, Beach Boulevard and Katella Avenue, which carry commuters and other travelers through Stanton. Strategy 2.2.1: Encourage mixed-use development along major corridors, specifically Beach Boulevard and Katella Avenue, as well as at major city intersections and activity nodes.** The residential Project would provide housing for people close to commercial nodes, which will benefit existing and future commercial uses on Katella Avenue, and contribute to the City's economic base.
 - **Action RC-2.1.6(b) Encourage development of underutilized and vacant infill site where public services and infrastructure are available.** The Project will consolidate six underutilized properties located at a key intersection and adjacent to established residential neighborhoods. The infill development will redevelopment this important corridor while maintaining the appropriate use of public facilities, utilities land available infrastructure.
3. Be generally in compliance with all of the applicable provisions of this Zoning Code relating to both on-site and off-site improvements that are necessary to

accommodate flexibility in site planning and property development and to carry out the purpose, intent, and requirements of this Chapter and the subject base zone, including prescribed development standards and applicable design guidelines, except for those provisions modified in compliance with this Chapter;

The Project meets the required front and side yard setbacks, private open space requirements and provides all required guest parking on site. The Project complies with the density for the zone by proposing 14 units to the acre, which is well under the allowed 18 units to the acre. The Project complies with lot coverage, impervious surface coverage and height requirements.

The Zoning Code provides the Planned Development Permit intended to ensure efficient use of the land and better living environment, high standards of environmental quality and enhanced amenities. The Project provides superior site design using the modifications to the standard development standards to improve the subdivision and provide for-sale, single-family housing. The project is designed to direct the majority of the units away from the adjacent established residential neighborhood to the west, provides private yards as well as common open space to meet both private and public open space options for the residents, includes a third, tandem parking space in garages of the 3-bedroom floor plan to allow for additional parking on site, provides ample guest parking located throughout the site to address the needs of this development and ensure guest parking is adjacent to the units and provide external and internal landscaping to buffer the project, enhance walking paths and improve the streetscape on Katella and Western Avenue.

The utilization of modern site planning provides additional housing opportunities and consolidates underutilized lots improving the character and condition of this important corridor.

4. Ensure compatibility of property uses within the zone and general neighborhood of the proposed development;

A single-family, residential, townhome development is an intended use in the High Density Residential (RH) Zone. The Project is not designed to the Mixed-Use Overlay standards and instead relies on the RH development standards and the modifications allowed by the Planned Development Permit. The Project is designed to complement the adjacent condominium complex to the west by continuing the front facing design and residential character found in the front door, porch, low wall, landscaped frontage along Katella. The enhanced building frontage along Katella Avenue and Western Avenue will improve the public experience and overall look and feel of these corridors in the City.

- B. The proposed Project will produce a comprehensive development of superior quality and excellence of design (e.g., appropriate variety of structure placement and orientation opportunities, appropriate mix of structure sizes, high quality architectural design, significantly increased amounts of landscaping and improved

open space, improved solutions to the design and placement of parking and loading facilities, incorporation of a program of highly enhanced amenities (e.g., additional public art), LEED or other “green” related standards, etc.) than might otherwise occur from more typical development applications;

The Project offers for-sale, three and four-bedroom single-family homes with attached garages and on-site guest parking. The site design and features include a tot lot, BBQ area and dog park to serve the residents of the development. The project also includes sustainable building features, solar, battery storage, electric vehicle charging options and green standards to reduce energy consumption, improve the quality of life and create a more sustainable development. Landscaping buffers are provided including a variety of trees, shrubs and ground cover to green the property, reduce the exterior temperatures of the Project, provide shade to common open space amenities and ensure year-round usability of the private and common open space amenities. The Project includes a robust streetscape on Katella and Western with mature trees, shrubs and groundcover to provide water efficiencies, maintain stormwater runoff and reduce impervious surface conditions.

- C. Proper standards and conditions have been imposed to ensure the protection of the public health, safety, and welfare;

The Project is designed and will be built in conformance with the California Building Code, the City of Stanton Municipal Code, and the intent of the General Plan. The property includes access for emergency and service vehicles. Lighting, fencing, landscaping and site design has been planned to ensure safety for pedestrians and vehicles while protecting the adjacent properties from any unintended impacts. Ingress and egress to the site has been designed to ensure that vehicles enter the property safely without posing a threat to the residents on site as well as exit the site without creating conflicts with the flow of traffic or adjacent properties flow of movement. The Western left turn pocket will be extended to accommodate the additional vehicles that may travel south on Western and want to travel east on Katella. The design of the project improves the connection of this property to the adjacent residential and commercial properties and improves the overall health, safety and welfare of resident of the Project and the community as a whole.

- D. Proper on-site traffic circulation (e.g., pedestrian and vehicular) and control is designed into the development to ensure protection for fire suppression and police surveillance equal to or better than what would normally be created by compliance with the minimum setback and parcel width standards identified in Article 2 (Zone-Specific Standards);

The Project provides on-site circulation through a grid street pattern accessed from Western Avenue and Katella Avenue driveways. Emergency access is provided by both 25-foot wide driveways and public safety is enhanced by the design providing visibility onto the property and onto the street. Proper setbacks and

buffers are maintained to ensure public safety while ensuring spaces are visible and active to protect against areas out of view of the public. Adequate access to the site and on-site is provided to ensure fire, police and other public safety needs are met.

- E. The subject parcel is adequate in terms of size, shape, topography, and circumstances to accommodate the proposed development;

The property is flat, 2.55-acres in size and can accommodate the multi-family residential development proposed. The rectangular shape allows for continuity of development, adequate circulation, parking and landscape buffering to be included throughout the project. The site is appropriate and can support a residential development and has been designed to provide for the needs, services and quality of life necessary for residential development.

- F. Adequate public services and facilities exist, or will be provided, in compliance with the conditions of approval, to serve the proposed development and the approval of the proposed development will not result in a reduction of public services to properties in the vicinity to be a detriment to public health, safety, and general welfare;

The proposed Project is located within an urbanized area, is accessible by existing streets, and is located within the service areas of all existing utilities and public services for the area. Further, conditions of approval will ensure the proposed development will not result in a reduction of public services to properties in the vicinity or be a detriment to public health, safety, and general welfare. The applicant is required to monitor, supervise, and control all construction and construction related activities to prevent them from causing a public nuisance. All lighting will be designed, installed and maintained to illuminate the property and not spill over onto adjacent properties. The windows on elevations facing adjacent properties will be installed to ensure privacy and safety for the resident on this site as well as the adjacent properties. Landscape areas will be maintained to ensure adequate greening while maintaining visibility and property safety.

- G. The proposed development, as conditioned, will not have a substantial adverse effect on surrounding properties or their allowed use;

The Project is allowed by the zone and is consistent with the General Plan. The project is below the allowable density and is designed to be below the allowable height for buildings on the site. The setbacks and distance between structures have been designed to ensure safety and privacy of surrounding properties and compliment the design and pedestrian-oriented development in this neighborhood. The Project Site is in an urban setting and is surrounded by compatible uses including condominium development, apartments, commercial centers, hotels and multi-family residential developments. Parking, noise, construction, maintenance, and other site conditions have been conditioned to ensure the property is

developed and maintained in a manner to improve the overall quality and character of this property and the surrounding properties and their allowed uses.

- H. If the development proposes to mix residential and commercial uses whether done in a vertical or horizontal manner, the residential use is designed in a manner that it is appropriately buffered from the commercial use and is provided sufficiently enhanced amenities to create a comfortable and healthy residential environment and to provide a positive quality of life for the residents. The enhanced amenities may include additional landscaping, additional private open space, private or separated entrances, etc.;

This finding is not applicable as the Project is a stand-alone residential Project.

- I. The design, location, operating characteristics, and size of the proposed development will be compatible with the existing and future land uses in the vicinity, in terms of aesthetic values, character, scale, and view protection;

The proposed Project is compatible with development in the area. The Project complements adjacent development, improves pedestrian and vehicle experiences, adds vibrant new development, and adds to the City's housing stock and creates for-sale housing options to serve the needs of the community. The size of the homes, height of the structures, setbacks, design, landscaping and fencing proposed are of a character, scale and style of a single-family residential neighborhood. The common amenities and onsite parking will enhance the experience for residents.

- J. The applicant agrees in writing to comply with any and all conditions imposed by the review authority in the approval of the Planned Development Permit;

Project approval is conditioned on the applicant complying with the conditions of approval set forth in Exhibit "A" hereto.

SECTION 5: Tentative Tract Map Findings. In accordance with the requirements as set forth in SMC Sections 19.10.100 and 19.10.110, the City Council hereby finds as follows:

- A. The proposed map is consistent with the City's General Plan;

The proposed map is consistent with the General Mixed-Use District and is zoned High Density Residential (RH) with a General Mixed-Use (GLMX) Overlay.

- B. The design and improvement of the proposed subdivision is consistent with the city's general plan;

The proposed map is consistent with the City's General Plan, specifically:

- ***Goal LU-3.1: A range and balance of residential densities which are supported by adequate city services. Strategy LU-3.1.2: Encourage***

infill and mixed-use development within feasible development sites.

The residentially zoned lots have been underutilized for many years. The Project provides 36, detached, residential condominium units and open space areas. The subdivision allows for the units to be sold separately, providing a more stable resident population. The proposed Project consolidates smaller, underutilized lots and offers infill development to serve the residential needs of the community while maintaining access to existing public services and utilities.

- ***Goal CD-1.2: Promote an attractive streetscape and public right-of-way, especially along major primary and secondary corridors, that is consistent with the desired vision and image of Stanton.*** The proposed Project improves the pedestrian and vehicular experience along Western and Katella Avenue. Extensive landscaping connections to adjacent neighborhoods and complement the corridors. In addition, the elevations of the new residential units facing Western Avenue and Katella Avenue are designed to provide high-quality design, visual interest and a vibrant streetscape.
- ***Goal ED-2.2: Promote economic revitalization at key locations within the city, specifically the major arterials, Beach Boulevard and Katella Avenue, which carry commuters and other travelers through Stanton. Strategy 2.2.1: Encourage mixed-use development along major corridors, specifically Beach Boulevard and Katella Avenue, as well as at major city intersections and activity nodes.*** The residential Project would provide housing for people close to commercial nodes, which will benefit existing and future commercial uses on Katella Avenue, and contribute to the City's economic base.
- ***Action RC-2.1.6(b) Encourage development of underutilized and vacant infill site where public services and infrastructure are available.*** The Project will consolidate six underutilized properties located at a key intersection and adjacent to established residential neighborhoods. The infill development will redevelopment this important corridor while maintaining the appropriate use of public facilities, utilities land available infrastructure.

C. The site is physically suitable for the proposed type of development;

The site is physically suitable to accommodate the proposed condominium subdivision, residential units, street access, private and common open space areas and emergency vehicle access. The property is flat, 2.55-acres in size and can accommodate the multi-family residential development proposed. The rectangular shape allows for continuity of development, adequate circulation, parking and landscape buffering to be included throughout the project. The site is appropriate and can support a residential development and has been designed to provide for the needs, services and quality of life necessary for residential development.

- D. The requirements of the California Environmental Quality Act have been satisfied;

See Section 2 above.

- E. The site is physically suitable for the proposed density of development;

The site is designed for the proposed density of 14 dwelling units an acre. The RH zone allows for a maximum density of 18 dwelling units and acre. The size of the homes, height of the structures, setbacks, design, landscaping and fencing proposed are of a character, scale and style of a single-family residential neighborhood. The common amenities and onsite parking will enhance the experience for residents.

- F. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantial and avoidable injury to fish or wildlife or their habitat;

There is no recorded habitat or endangered species in the City, there are no waterways, canals, or streams in or within the surrounding area of the Project that would affect fish and wildlife, there are no known hazardous materials located within the Project Site, and the site is not registered as a Superfund Site with the EPA.

- G. The design of the subdivision and the proposed improvements are not likely to cause serious public health problems;

The proposed Project is located within an urbanized area, is accessible by existing streets, and is located within the service areas of all existing utilities and public services for the area. Further, conditions of approval will ensure the proposed development will not result in a reduction of public services to properties in the vicinity or be a detriment to public health, safety, and general welfare. The applicant is required to monitor, supervise, and control all construction and construction related activities to prevent them from causing a public nuisance. All lighting will be designed, installed and maintained to illuminate the property and not spill over onto adjacent properties. The windows on elevations facing adjacent properties will be installed to ensure privacy and safety for the resident on this site as well as the adjacent properties. Landscape areas will be maintained to ensure adequate greening while maintaining visibility and property safety.

- H. The design of the subdivision and the proposed improvements will not conflict with easements of record or established by court judgment, acquired by the public at large, for access through or use of property within the proposed subdivision; or, if such easements exist, that alternate easements for access or for use will be provided, and that these will be substantially equivalent to ones previously acquired by the public;

The design of the proposed subdivision will not conflict with easements of record or established by court judgment, acquired by the public at-large, for access through or use of the property. Upon review of the Project by the Engineering Department, there is no known conflict with any easements or rights-of-way.

- I. The design and improvement of the proposed subdivision are suitable for the uses proposed and the subdivision can be developed in compliance with the applicable zoning regulations pursuant to Section 19.10.090;

The proposed Project will utilize the Planned Development Permit (PDP) to allow for flexibility in development standards and create a development that aligns with the Goals, Strategies and Actions of the City of Stanton's General Plan. These include, but are not limited to, adding to the range of housing types in the area, supporting infill development and enhancing the image of the area and the City of Stanton. The proposed Project is compatible with development in the area. The Project complements adjacent development, improves pedestrian and vehicle experiences, adds vibrant new development, and adds to the City's housing stock and creates for-sale housing options to serve the needs of the community. The size of the homes, height of the structures, setbacks, design, landscaping and fencing proposed are of a character, scale and style of a single-family residential neighborhood. The common amenities and onsite parking will enhance the experience for residents.

- J. The subdivision committee shall determine whether the discharge of waste from the proposed subdivision into an existing community sewer system would result in or add to a violation of existing requirements prescribed by the Santa Ana Regional Water Quality Control Board. In the event it is determined that the proposed waste discharge would result in or add to such a violation, the subdivision committee shall disapprove the tentative map unless there are extenuating or overriding considerations, in which case these shall be stated.

The applicant has submitted and obtained approved of a Preliminary Water Quality Management Plan.

- K. In the event a subdivision fronting upon the coastline or shoreline or upon a public waterway, river, or stream, or upon a lake or reservoir owned in part or entirely by a public agency does not provide public access to such public resources through the subdivision itself in accordance with requirements of Sections 19.12.240 and 19.12.250, the subdivision committee shall find that reasonable public access to the resource in question is otherwise available within a reasonable distance from the subdivision. If this finding cannot be made, the map shall be disapproved.

The subdivision does not front upon the coastline or shoreline or upon a public waterway, river, or stream, or upon a lake or reservoir.

- L. If the subdivision committee approves or conditionally approves a tentative map which deviates from any standard of design as allowed by Section 19.12.280, the

committee shall make a finding or findings that each such deviation has been individually considered and found to be justified based upon specific special circumstances which apply.

The subdivision does not deviate from the standards of design stated in SMC Chapter 19.12 Standards of Design.

SECTION 6: Approval. Based upon the findings set forth above, the City Council hereby approves Tentative Tract Map No. 19145, Site Plan and Design Review SPDR-810, and Planned Development Permit PDP 20-06, subject to the Conditions of Approval set forth in Exhibit "A." The approved development standards for Planned Development Permit PDP 20-06 are provided in Exhibit "B," which is attached hereto and incorporated herein by reference.

SECTION 7: Effective Date. The approvals set forth in Section 6 above shall not be effective unless and until each entitlement referenced therein are approved and become effective and the related Development Agreement attached as Exhibit "A" to Ordinance No. 1110 (the "Development Agreement") is approved by the Parties and becomes effective.

SECTION 8: Custodian and Location of Records. The documents related to this Resolution are on file and available for public review at Stanton City Hall, 7800 Katella Ave., Stanton, California 90680. The City Clerk is the custodian of these documents.

ADOPTED, SIGNED AND APPROVED this 27th day of July 2021.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2021-29 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on July 27,2021, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

EXHIBIT "A"
SITE PLAN AND DESIGN REVIEW SPDR-810,
PLANNED DEVELOPMENT PERMIT PDP 20-06 AND
TENTATIVE TRACT MAP NO. 19145
7401, 7421, AND 7455 KATELLA AVENUE AND 10941 AND 10921 WESTERN AVENUE

CONDITIONS OF APPROVAL

1. The Applicant and property owner must sign and return a City-provided affidavit accepting these Conditions of Approval. The project Applicant and property owner shall have thirty (30) calendar days to return the signed affidavit to the Community and Economic Development Department. In addition, the Applicant shall record the Conditions of Approval in the Office of the County Recorder. Proof of recordation shall be provided prior to Certificate of Occupancy.
2. The Applicant shall indemnify, protect, defend, and hold the City, and/or any of its officials, officers, employees, agents, departments, agencies, authorized volunteers, and instrumentalities thereof (collectively, the "Indemnified Parties") harmless from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively "Actions"), brought against the Indemnified Parties, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the Project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Community Redevelopment Law, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. Applicant's obligation under this condition of approval shall extend to indemnifying and holding harmless the Indemnified Parties against any damages, fees, or costs awarded in connection with any Action challenging the Project. The City and the Applicant expressly agree that the City shall have the right to choose the legal counsel providing the City's defense, and that the Applicant shall reimburse, on a monthly basis, the City for any costs, fees, and expenses incurred by the City in the course of the defense. City shall promptly notify the Applicant of any Action brought, and the Applicant shall cooperate with the City in the defense of the Action. Applicant's obligation

EXHIBIT A
to
CC RESO NO. 2021-29

to fully indemnify the City shall survive the suspension, revocation, expiration or termination of any permit, entitlement, or approval issued by the City for or relating to the Project.

3. The proposed project will be constructed, developed, used, operated and permanently maintained in accordance with the terms of the application, plans, drawings submitted, and conditions imposed in this Resolution. Development shall occur in conformance with the plans, color and materials, attachments found in the staff report and the information presented to the City Council, the conditions contained herein and all applicable City regulations. Any modifications shall require review and approval by the Community and Economic Development Director prior to the issuance of any building permit. Any significant modifications may require review and approval of the Planning Commission and/or City Council. All conditions must be completed prior to final approval and issuance of the Certificate of Occupancy.
4. A final landscape plan consistent with the conceptual plan provided to the City Council and as conditioned, shall be submitted for the review and approval of the Community and Economic Development Director prior to issuance of grading permit.
 - a. The landscape plan shall include all plant materials, species and sizes, irrigation, open space improvements/furnishings and Water Efficient Ordinance requirements.
 - b. All trees shall have a minimum trunk height of 10 feet at the time of installation. All shrubs shall be a minimum of 15 gallon.
 - c. Upon final inspection, staff may require replacement and/or addition of landscaping material to ensure a high-quality planting and sufficient coverage and spread.
 - d. The Homeowners Association shall maintain common area landscaping on site at all times in accordance with the approved landscaping plan. Should any planting be damaged, diseased, or removed it shall be replaced in kind.
 - e. All landscaping shall be installed prior to Certificate of Occupancy and shall be maintained as depicted in the final approved landscape plan. Any modifications or changes are subject to review and approval of the Community and Economic Development Director.

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5. All exterior lighting shall be kept at a reasonable level of intensity and directed away from adjacent properties and public streets to minimize glare to be confirmed by the Community and Economic Development Director upon final inspection. A final lighting and photometric plan certified by a lighting engineer shall be approved by the Community and Economic Development Director or his/her designee prior to building permit issuance.
6. The applicant shall submit utility and mechanical equipment plans that address, among other things, the location, size, height, and screening technique for all utilities and mechanical equipment. All utilities and mechanical equipment located on the site unable to be placed underground or located on any rooftop (e.g., Back flow devices, transformers, A/C units etc.) shall be screened. Screening materials, techniques and locations shall be submitted for the review and approval of the Community and Economic Development Director prior to the issuance of grading permits.
 - a. All screening shall be subject to Planning inspection and shall match or exceed the height of the equipment.
 - b. Any modification to the approved screening shall obtain prior approval of the Community and Economic Development Director.
7. Final fence and wall plans shall be submitted for review and approval of the Community and Economic Development Director prior to issuance of any building permit. All fences and walls shall be installed and maintained as depicted in the approved Wall and Fence Plan prior to any Building Final. Any changes to the approved fencing and walls are subject to review and approval of the Community and Economic Development Director.
 - a. All new proposed perimeter walls shall be of decorative block and contain a decorative cap.
 - b. All existing perimeter block walls shall be screened with vines.
8. The applicant shall submit a Trash Staging and Storage Plan for the review and approval of CR&R and the Community and Economic Development Director prior to issuance of first building permit.

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- a. All trash cans must be kept within the approved areas and all areas shall be maintained clean and sanitary.
 - b. A will-serve letter from CR&R shall be submitted to the Planning Division prior to building permit issuance.
- 9. Applicant shall submit final plans, colors and materials for the elevations fronting Katella and Western for review and approval by the Community Development Director or their designee prior to the issuance of building permits. Said elevations shall utilize architectural features and complimentary materials to further improve the appearance of the project. All second- and third-story windows facing the north and west property line shall be frosted, textured or installed at a height to obscure views of adjacent residential development while permitting natural light to enter the interior of the proposed units.
- 10. All materials and finishes must match the approved plans and materials board. Any changes are subject to review and approval by the Community and Economic Development Director. The final architectural set of plans shall depict all materials and finishes prior to building permit issuance.
- 11. During the construction phase, the Applicant shall designate a noise disturbance coordinator who will be responsible for: (1) responding to neighborhood complaints about construction noise, (2) assessing the cause of the noise complaints and (3) implementing reasonable measures to correct the problem. The applicant shall be responsible for providing a hotline number that adjacent residents or businesses may call with concerns or questions regarding construction activities. The hotline number shall be provided to City staff prior to issuance of a rough grading permit.
- 12. Declaration of Covenants, Conditions and Restrictions (CC&Rs), Articles of Incorporation and By-Laws for the Homeowners Association shall be reviewed by City Staff, recorded before the Final Map, and include the following requirements:
 - a. Require that all garages be maintained for the parking of vehicles.
 - b. A disclosure of the number of parking spaces assigned to each unit and the number of guest parking available within the development upon original purchase and sale of the development.

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- c. Dictate responsibilities between the Homeowners Association and private property owners for the maintenance, both interior and exterior of all buildings, plumbing, mechanical and electrical facilities.
- d. Dictate responsibilities between the Homeowners Association and private property owners for the maintenance of the common and private open space areas.
- e. Prohibit the removal of the common and private open space areas and amenities as approved on the Site Plan.
- f. Identify all exclusive use easement areas and dictate the responsibilities between the Homeowners Association and private property owners.
- g. Include provisions addressing the use and maintenance of guest parking spaces, driveways, common open spaces, and restrictive open space. The parking provisions shall, among other things, establish all of the following:
 - i. Guest parking spaces are to be used by guests only and are not for use by residents.
 - ii. Long term parking of more than 72-hours is prohibited in guest parking spaces.
 - iii. Movement of a vehicle directly from one guest parking space to another shall not constitute a break in the 72-hour restriction.
 - iv. Owners are entitled to two assigned parking spaces.
- h. Prohibit storage and overnight parking of recreational vehicles.
- i. Prohibit parking and any type of obstruction of the required fire access lanes.
- j. Prohibit the construction of additional entries/exits into individual residences.
- k. Dictate responsibilities of maintenance for all BMPs installed on the site, as listed in the approved Water Quality Management Plan (WQMP), including requirements for vector control.

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- l. Provide a Parking Management Plan that includes management strategies for both garage and guest parking, enforcement and resolution of conflict process and procedures and any time limitations and loading areas.
 - m. Include the provision to require the Homeowner Association to work with the City to ensure safe ingress and egress to the property in the event of future conflicts or safety issues related to the adjacent commercial property driveway on Katella Avenue.
 - n. Include the provision to restrict any amendment to provisions required by this entitlement package without first obtaining the review and approval of the City (Community and Economic Development Director, Planning Commission or City Council as appropriate).
 - o. Include a provision identifying the City as an intended third-party beneficiary with the right, but not the obligation, to enforce the CC&Rs to ensure compliance with City entitlements.
- 13.** Parking is to be maintained and provided as identified in the approved plans. Any minor changes to the approved parking must be submitted for review and approved by the Community and Economic Development Director. Any significant changes to the approved parking may require review and approval by the Planning Commission and/or City Council.
- 14.** Parking shall be prohibited on trash pick up days in the stalls directly across from the driveway on Katella Avenue. Provide proper language for review of the Community and Economic Development Director and install signs for review and approval prior to first Certificate of Occupancy.
- 15.** All trucks hauling materials in and out of the project site shall be subject to restricted time and days of operation and truck route as determined by the City Engineer.
- 16.** The Applicant shall submit an asbestos report with a clearance letter from the South Coast Air Quality Management District (SCAQMD) to the Community and Economic Development Department prior to issuance of a demolition permit.
- 17.** The Applicant shall submit a Waste Management Plan (WMP) for the demolition and new construction phases of the project for the review and approval of the

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Community and Economic Development Department prior to issuance of a demolition permit.

- 18.** The Applicant shall submit and obtain approval of the Final Map prior to issuance grading permits. The Final Map shall be prepared by or under the direction of a California registered civil engineer licensed to survey or a licensed land surveyor.
- 19.** The Applicant shall provide all underlying survey and map data for review by the City Engineer prior to recordation of the Final Map.
- 20.** All the drainage design criteria shall be per City of Stanton standards and the Orange County Flood Control District standards unless otherwise approved by the City Engineer.
- 21.** Prior to recordation or approval of project plans, the project plans submitted by the applicant shall address the following to the satisfaction of the City Engineer:
 - a. The project drainage design shall be designed to accept and properly convey all on- and off-site drainage flowing on or through the site.
 - b. The project drainage system design shall protect downstream properties from any damage caused by alteration of drainage patterns such as concentration or diversion of flow.
 - c. All lots shall drain toward the street. Residential lot drainage to the street shall be by side yard swales independent of adjacent lots or by an underground piping system. Concentrated drainage on commercial lots shall be diverted through parkway drains under sidewalks.
- 22.** Street design criteria and cross sections shall be per APWA standards, approved Specific Plan design guidelines and the State of California Department of Transportation Highway Design Manual unless otherwise approved by the City Engineer.
- 23.** Prior to recordation or approval of any improvement plans the applicant shall submit a detailed hydrology study for the review and approval of the City Engineer. Said study shall include the existing, interim and the ultimate proposed hydrologic conditions including key elevations, drainage patterns and proposed locations and sizes of all existing and proposed drainage devices. The hydrology study shall present a full breakdown of all the runoff generated on- and off-site.

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- 24.** Prior to recordation or approval of improvement plans, the improvement plans submitted by the applicant shall include the following to the satisfaction of the City Engineer:
- a. All driveways shall conform to the applicable APWA standards and shall be shown on the street improvement plans.
 - b. Under grounding of existing and proposed utility lines.
- 25.** The new median on Western Avenue and all right-of-way improvements shall be designed and submitted for the review and approval of the City Engineer prior to issuance of Building permit.
- 26.** Prior to recordation or approval of improvement plans, the applicant shall submit detailed sewer studies, prepared by a registered civil engineer, which shall be submitted to the City Engineer for review and approval, unless deemed not applicable. The study shall analyze the existing and proposed sewer facilities. Results of the system analysis may require special construction for the sewer systems such as upsizing downstream sewer lines, special material for pipeline construction, backwater valves and construction of other appurtenances as necessary to serve the proposed development. A final engineering analysis of the development shall be submitted prior to the first final occupancy for the approval of the Public Works Department and subject to any special construction requirements deemed appropriate and necessary.
- 27.** Prior to recordation or issuance of grading permit, the applicant shall demonstrate to the satisfaction of the City Engineer that the proposed subdivision will not unreasonably interfere with the use of any easement holder of the property.
- 28.** All improvement and grading plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch Mylar and signed by a registered civil engineer or other registered/licensed professional as required.
- 29.** Prior to approval of grading plans, the applicant shall submit two (2) copies of a soils and geologic report prepared by a Licensed Engineer to the Public Works Department. The report shall address the soil's stability and geological conditions of the site. If applicable, the report shall also address: deep seated and surficial

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stability of existing natural slopes; modified natural slopes which are subject to fuel zones; manufactured slopes and stability along proposed daylight lines; minimum required setbacks from structures; locations and length of proposed bench drains, sub-drains or french drains; and any other applicable data necessary to adequately analyze the proposed development.

- 30.** Prior to approval of grading plans, erosion control plans and notes shall be submitted and approved by the Public Works Department.
- 31.** Prior to approval of grading plans, the applicant shall comply with the Federal Clean Water Act and shall prepare a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall be available at the project site for review.
- 32.** Prior to approval of grading plans, the applicant shall obtain a General Construction Activity Storm Water Permit from the State Water Resources Control Board in compliance with National Pollutant Discharge Elimination System (NPDES) requirements. Proof of filing a Notice of Intent (NOI) will be required by the City. The WDID number shall be displayed on the title sheet of the grading plans.
- 33.** Prior to release of grading security, the civil engineer of record for the approved grading plans shall submit a set of as-built grading plans with respect to Water Quality Control facilities.
- 34.** All the grading design criteria shall be per City of Stanton standards, Stanton Municipal Code, unless otherwise approved by the City Engineer.
- 35.** Prior to the issuance of a grading permit, a WQMP shall be submitted to Public Works Department for approval. The final WQMP must be approved and implemented prior to building final. Prior to the approval of the WQMP, the applicant shall identify parties responsible for the long-term maintenance and operation of the structural treatment control BMPs for the life of the project and a funding mechanism for operation and maintenance.
- 36.** The tract map shall correctly identify all existing easements, traveled ways, and drainage courses. Any omission or misrepresentation of these documents may require said Tentative Tract Map or site plan to be resubmitted for further consideration.

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- 37.** The applicant shall dedicate easements for all public, sewer facilities needed to serve the project. The minimum easement width shall be 20 feet for one utility and 30 feet for more than one public utility facility. All public sewer facilities shall be provided a minimum 20-foot-wide paved access road unless otherwise approved by the City Engineer. Structures and trees shall not be constructed or installed within a public utility easement.
- 38.** Manhole rim elevations shall be lower than all pad elevations immediately downstream; otherwise, a sewer back flow prevention valve will be required.
- 39.** Static pressures exceeding 80 psi require an individual pressure regulator.
- 40.** The Applicant shall construct or guarantee construction of the required improvements prior to recordation of the Final Tract Map because the construction of the improvements is a necessary prerequisite to the orderly development of the surrounding area.
- 41.** Prior to map recordation or issuance of a building permit, whichever comes first, the applicant shall offer for dedication all required street rights-of-way. Said dedication shall continue in force until the City accepts or abandons such offers. All dedications shall be free of all encumbrances and approved by the Public Works Director.
- 42.** All existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Stanton ordinances.
- 43.** The Applicant shall install automatic irrigation to all street trees separated from adjacent residences by a fence or wall prior to the issuance of a Certificate of Occupancy.
- 44.** All the sewer design criteria shall be per City of Stanton and Orange County Department of Health Services Standards unless otherwise approved by the City Engineer.
- 45.** Prior to issuance of building permits, the civil engineer of record and soils engineer of record for the approved grading plans shall submit pad certifications and compaction test reports for the subject lots where building permits are requested.

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- 46.** Prior to issuance of any building permits, the Applicant shall pay all sewer fees, including but not limited to connection fees, wastewater treatment fees, sewer capacity fees and all other appropriate sewer fees.
- 47.** Prior to issuance of a Certificate of Occupancy, the engineer of record shall submit project base line work for all layers in AutoCAD DXF format on Compact Disc (CD) to the Public Works Department. If the required files are unavailable, the Applicant shall pay a scanning fee to cover the cost of scanning the as-built plans.
- 48.** Prior to issuance of a Certificate of Occupancy, all proposed parkway, slope maintenance, and/or median landscaping shall be constructed.
- 49.** Prior to the issuance of a Certificate of Occupancy, any damage to existing landscape easement areas due to project construction shall be repaired or replaced by the Applicant, or Applicant 's successors in interest, at no cost to the City of Stanton.
- 50.** The Applicant shall monitor, supervise, and control all construction and construction related activities to prevent them from causing a public nuisance including, but not limited to, ensuring strict adherence to the following:
- a. Removal of dirt, debris or other construction material deposited on any public street no later than the end of each working day.
 - b. Noise sources associated with construction, repair, remodeling, or grading of any real property provided said activities do not take place between the hours of eight p.m. and seven a.m. on weekdays, including Saturday, or at any time on Sunday or a federal holiday.
 - c. Water or dust palliative or both must be applied for the alleviation or prevention of excessive dust resulting from the loading or transportation of earth from or to the project site on public roadways. The permittee shall be responsible for maintaining public rights-of-way used for handling purposes in a condition free of dust, earth, or debris attributed to the grading operation.
- 51.** Prior to recordation or issuance of a building permit, whichever occurs first, the Applicant shall finish the construction or post security guaranteeing the construction of all public improvements. Said improvements shall include, but are

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not limited to, the following: Street facilities, drainage facilities, grading, including erosion control, sewer, water facilities, landscaping and under grounding of overhead utilities, except for cables greater than 32k volts.

52. Within forty-eight (48) hours of the approval of this project, the applicant/Applicant shall deliver to the Community and Economic Development Department a check payable to the County Clerk-Recorder in the amount of Fifty Dollars (\$50.00), to enable the City to pay the County administrative fee necessary to file the Notice of Exemption pursuant to Fish and Game Code §711.4 and California Code of Regulations, Title 14, section 753.5. If, within such forty-eight (48) hour period, the applicant/Applicant has not delivered to the Community and Economic Development Department the check required above, the approval for the project granted herein shall be void.

53. The applicant shall submit the plan(s) listed below to the Orange County Fire Authority for review. Approval shall be obtained on each plan prior to the event specified. Prior to OCFA clearance of a Final Map or issuance of a precise grading permit or a building permit, if a grading permit is not required:

- fire master plan (service code PR145),

Prior to issuance of a building permit:

- underground piping for private hydrants and fire sprinkler systems (service code PR470-PR475)
- fire sprinkler system (service codes PR400-PR465)

Specific submittal requirements may vary from those listed above depending on actual project conditions identified or present during design development, review, construction, inspection, or occupancy. Portions of the project that are deferred shall be subject to the codes, standards, and other applicable requirements in force on the date that the deferred plan is submitted to OCFA.

54. Lumber-drop Inspection: After installation of required fire access roadways and hydrants, the applicant shall receive clearance from the OCFA prior to bringing combustible building materials on-site.

EXHIBIT “B”

**PLANNED DEVELOPMENT PERMIT PDP 20-06
7401, 7421, AND 7455 KATELLA AVENUE AND 10941 AND 10921 WESTERN
AVENUE**

1. Complete project approval is contingent upon City Council approval of: Site Plan and Design Review (SPDR)-810, Planned Development Permit (PDP) 20-06 and Tentative Tract Map (TTM) No. 19145. Any associated conditions, related to the approval of these entitlements, shall be integrated into the project plans or development prior to the issuance of any building permit. This project is also contingent on the approval and effectiveness of a related Development Agreement for the Project. Unless and until the entitlements and Development Agreement are approved and become effective, neither the entitlements nor the Development Agreement will be effective.
2. Development standards for this Planned Development shall comply with all Zoning Code regulations of Title 20 of the Stanton Municipal Code (SMC) and all other relevant regulations in the SMC unless otherwise provided herein in this Exhibit “B” and/or in an applicable Development Agreement or identified on the approved site development plan. If there is a conflict between any of the laws, rules or regulations that apply to this Planned Development, then the specific Planned Development regulations, as provided herein, shall govern, followed by the site development plans, and finally the general provisions of the SMC.
 - a. Rear Yards Setback: A minimum setback of 10 feet for units 1 and 36 (distance from side yard to the rear property line) as shown on the approved TTM and Site Plan, shall be provided and maintained.

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- b. **Separation Between Structures:** The minimum separation between habitable and uninhabitable (garages) shall be six (6) feet. This area is to be used as private open space and kept free and clear from any structures.
- c. **Common Open Space Area:** A total of 14,474 sq. ft of common open space area shall be provided and maintained. The common open space area shall include the following separate common accessible amenities: (1) a tot lot, (2) a barbeque (BBQ) area inclusive of benches, tables and BBQs; and (3) a Dog Park. All amenities shall be designed, the area of and include features, fixtures, surface treatments, enclosures and improvements as shown in concept plans.
- d. **Landscape Area:** A total of 22,170 sq. ft. of landscaped area shall be provided and maintained in a manner consistent with the approved plan provided as part of Site Plan and Design Review (SPDR) 810.
- e. **Distance between Driveways:** The driveway on Katella Avenue must maintain no less than 16 feet and 7-inch distance from the driveway existing on the adjacent commercial property.
- f. **Off-street Parking:** The development shall maintain at minimum of 118 parking spaces on the site at all times. Of that amount, at least 72 parking spaces shall be enclosed, covered garages; and 23 parking spaces may be tandem parking spaces for the three-bedroom floor planned units. Additionally, 23 guest parking spaces must be maintained on the site. Parking layout, configuration, design and areas shall be consistent with the plans provided as part of Site Plan and Design Review (SPDR) 810.

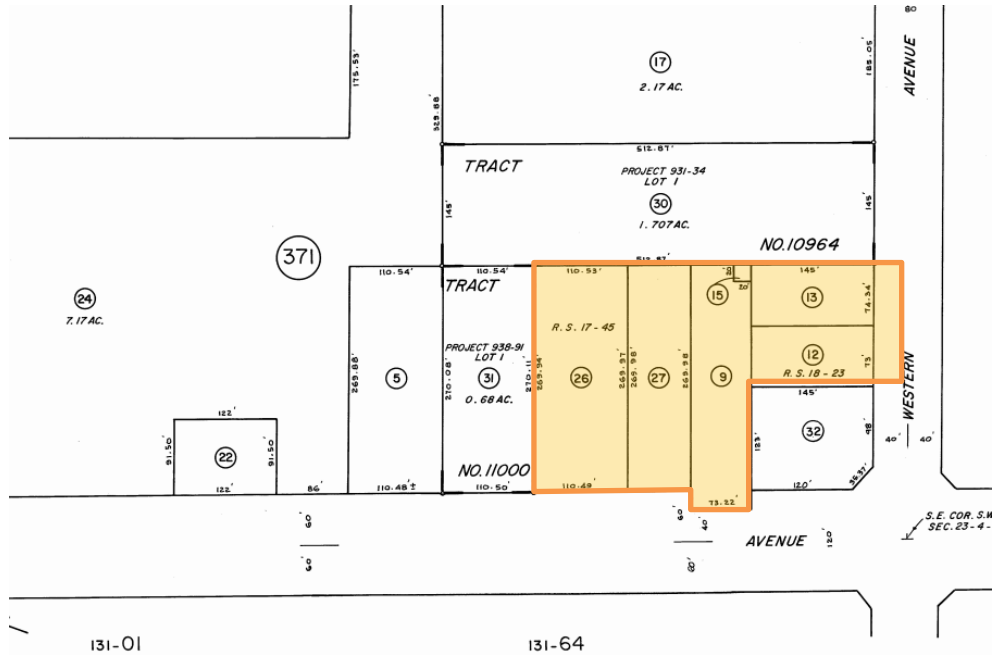
ATTACHMENT: C

[Click here to return to the agenda](#)

7401, 7421 and 7455 Katella Avenue and 10941 and 10921

Western Avenue

Vicinity Map



PRECISE PLAN OF DEVELOPMENT TENTATIVE TRACT MAP NO. 19145

KB HOME - KATELLA ASSEMBLAGE
APN 079-371-09, -12, -13, -15 -26, -27
CITY OF STANTON

RECORD OWNER

APN 079-371-09: THE STANTON HOUSING AUTHORITY, A JOINT EXERCISE OF POWERS AUTHORITY.

APN 079-371-12: BRILL C. PAET AND MARIA C. PAET, AS CO-TRUSTEES
APN 079-371-13: OF THE AMEUR TRUST, U/A DATED FEBRUARY 4, 2019.

APN 079-371-15: BUSCH, CARR AND MCADOO, A CALIFORNIA LIMITED PARTNERSHIP, AS TO AN UNDIVIDED ONE-NINTH INTEREST; GARDEN LANE, A LIMITED PARTNERSHIP, AS TO AN UNDIVIDED ONE-NINTH INTEREST; MELINDA GAIL WALLACE, TRUSTEE OF THE JEROME BRENT WALLACE TRUST DATED SEPTEMBER 6, 2013, AS TO AN UNDIVIDED TWO-NINTHS INTEREST; THE STANTON HOUSING AUTHORITY, A JOINT EXERCISE OF POWERS AUTHORITY, AS TO AN UNDIVIDED ONE-NINTH INTEREST; C. VICTOR CARICHER AN UNMARRIED MAN AND EMERY C. JORDAN, A SINGLE MAN, AS TO AN UNDIVIDED TWO-NINTHS INTEREST; LLOYD S. WHALEY, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED ONE-NINTH INTEREST AND JAMES L. WAGONER AND RUTH ANN WAGONER, HUSBAND AND WIFE, AS JOINT TENANTS, AS TO AN UNDIVIDED ONE-NINTH INTEREST.

APN 079-371-26: MELINDA GAIL WALLACE, TRUSTEE OF THE JEROME BRENT
APN 079-371-27: WALLACE TRUST DATED SEPTEMBER 6, 2013.

LEGAL DESCRIPTION

SEE SHEET 2 (T2) FOR LEGAL DESCRIPTIONS.

EASEMENT NOTES

SEE SHEET 3 (C1) FOR EASEMENT INFORMATION.

BASIS OF BEARING

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN OCS HORIZONTAL CONTROL STATION GPS 3730 AND GPS STATION 3615 BEING SOUTH 0°20'47" EAST PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

DATUM STATEMENT

DATUM STATEMENT:
COORDINATES SHOWN ARE BASED OF THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD83, (2017.50 EPOCH OCS GPS ADJUSTMENT).

DISTANCES SHOWN HEREON ARE GROUND DISTANCES. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING GROUND DISTANCES BY 0.99999125, AVERAGE ELEVATION ABOVE MEAN SEA LEVEL = 60'. SCALED ABOUT PT #1 OCS 3730

BENCHMARK

BENCH MARK:
ORANGE COUNTY VERTICAL CONTROL
BM = 1B-74-69
ELEVATION 59.20 (NAVD88) YEAR LEVELED 2005

SOURCE OF TOPOGRAPHY

TOPOGRAPHY SHOWN HEREIN WAS COMPILED FROM A GROUND SURVEY ON AUGUST 14, 2019.

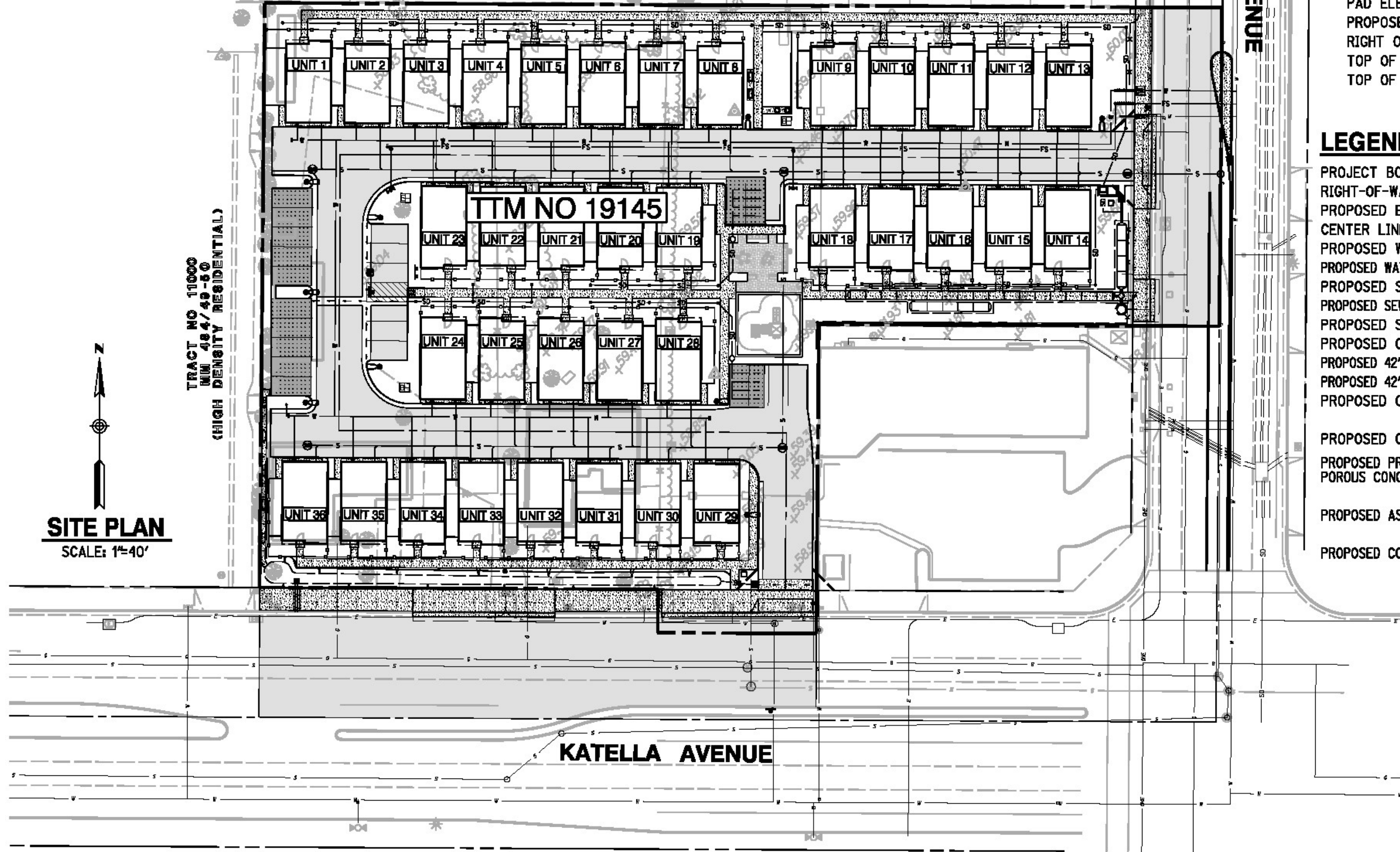
UTILITIES

WATER.....GOLDEN STATE WATER COMPANY.....(909) 394-2275
SEWER.....CITY OF STANTON.....(714) 890-4205
STORM DRAIN.....CITY OF STANTON.....(714) 890-4205
GAS.....SO. CAL GAS COMPANY.....(714) 634-3262
ELECTRICAL.....SOUTHERN CALIFORNIA EDISON.....(949) 458-4423
CABLE.....AT&T CALIFORNIA.....(714) 618-9125

FLOOD ZONE DESIGNATION

ENTIRE PROJECT AREA IS WITHIN FEMA DESIGNATED FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NO. 117 OF 539 AS SHOWN ON ORANGE COUNTY, FLOOD INSURANCE RATE MAP NO. 06059C0117J DATED DECEMBER 3, 2009. ZONE X IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

TRACT NO 10954
WMO 480/43-44
(HIGH DENSITY RESIDENTIAL)



ABBREVIATIONS

ASPHALT CONCRETE.....AC
BOTTOM.....BOT
CENTERLINE.....CL
CURB FACE.....CF
EXISTING.....EX/EXIST
EXISTING GROUND.....EG
FIRE HYDRANT.....FH
FINISHED FLOOR.....FF
FINISH GRADE.....FG
FINISH SURFACE.....FS
FLOW LINE.....FL
GARAGE FLOOR FRONT.....GFF
GOLDEN STATE WATER COMPANY.....GSWC
HIGH POINT.....HP
INVERT ELEVATION.....IE
ORANGE COUNTY FIRE AUTHORITY.....OCFA
PORTLAND CEMENT CONCRETE.....PCC
PAD ELEVATION.....PE
PROPOSED.....PROP
RIGHT OF WAY.....RW
TOP OF GRATE.....TG
TOP OF PIPE.....TP

LEGEND

PROJECT BOUNDARY.....
RIGHT-OF-WAY.....
PROPOSED EASEMENT.....
CENTER LINE.....
PROPOSED WATER.....W
PROPOSED WATER SERVICE LATERAL.....
PROPOSED SEWER.....S
PROPOSED SEWER SERVICE LATERAL.....
PROPOSED STORM DRAIN.....SD
PROPOSED CONTOUR.....560
PROPOSED 42" HORIZONTAL FENCE.....X
PROPOSED 42" PRIVATE YARD FENCE.....
PROPOSED CURB.....
PROPOSED CONCRETE.....
PROPOSED PRE-CAST POROUS CONCRETE.....
PROPOSED ASPHALT CONCRETE.....
PROPOSED CONCRETE PAVERS.....

LEGEND (CONT'D)

PROPOSED WATER VALVE.....
PROPOSED FIRE HYDRANT.....
PROPOSED BACKFLOW PREVENTER.....
PROPOSED SEWER MANHOLE.....
PROPOSED SEWER CLEANOUT.....
PROPOSED TRANSFORMER.....
PROPOSED AREA DRAIN.....
PROPOSED LIGHT POLE.....
PROPOSED UNDERGROUND DETENTION CHAMBERS.....
PROPOSED CURB INLET.....
EXISTING WATER.....
EXISTING SEWER.....S
EXISTING STORM DRAIN.....
EXISTING GAS.....G
EXISTING ELECTRIC.....E
EXISTING OVERHEAD ELECTRIC.....OHE
EXISTING FENCE LINE.....X
EXISTING MAJOR CONTOUR.....560
EXISTING MINOR CONTOUR.....562

SHEET INDEX

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6	C4 OPEN SPACE AREA
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SITE SUMMARY

SITE ADDRESS: 10941 & 10921 WESTERN AVENUE
7401, 7421 & 7455 KATELLA AVENUE
CITY OF STANTON, CA 90680

ASSESSOR PARCEL NO. (APN): 079-371-09, -12, -13, -15, -26 & -27

LAND USE: EXISTING: SINGLE FAMILY HOUSES AND VACANT
PROPOSED: SINGLE FAMILY DETACHED CONDOMINIUMS

ZONING: EXISTING: RH (HIGH DENSITY RESIDENTIAL) &
GENERAL MIXED-USE OVERLAY (GLMX)
PROPOSED: RH (HIGH DENSITY RESIDENTIAL) &
GENERAL MIXED-USE OVERLAY (GLMX)

GENERAL PLAN: EXISTING: HIGH DENSITY RESIDENTIAL
PROPOSED: HIGH DENSITY RESIDENTIAL

NO. OF LOTS: EXISTING: 6
PROPOSED: 1

SITE AREA: GROSS: 2.555 ACRES (111,296 SF)
- INCLUDES 0.468 ACRES (20,415 SF)
OF PUBLIC RIGHT OF WAY.

PROPOSED DWELLING UNITS: 36

DENSITY: GROSS: 16 DU/AC

STRUCTURE AREA: 27,777 SF / MAX. ALLOWED: 65% / ACTUAL: 31%

IMPERVIOUS AREA: 63,647 SF / MAX. ALLOWED: 70% / ACTUAL: 70%

PARKING

REQUIRED:
- 144 SPACES (4 SPACES PER DWELLING UNIT)
- 12 SPACES DEDICATED FOR GUEST PARKING (1 SPACE PER 3 DU)
- 0 ACCESSIBLE PARKING SPACES FOR GUEST PARKING

PROVIDED:
- GARAGE @ 2 SP/DU X 36 UNITS = 72 SPACES
- GUEST (STANDARD) = 22 SPACES
- GUEST (ACCESSIBLE) = 1 SPACES
TOTAL PROVIDED = 95 SPACES
= 2.6 SP/DU

NOTE: PLAN TYPE 1 UNIT INCLUDES AN ADDITIONAL TANDEM TYPE COMPACT PARKING SPACE WITHIN THE GARAGE THAT IS NOT INCLUDED IN SITE PARKING SPACE COUNT.

OPEN SPACE

REQUIRED:
COMMON: 30% OF TOTAL AREA = 33,388.8 SF (111,296 SF X 0.30)
50% MAXIMUM CAN BE COMPRISED OF PRIVATE OPEN SPACE.

PRIVATE: 250 SF/UNIT

PROVIDED:
COMMON: 14,474 SF (13% OF TOTAL SITE AREA)
COMMON OPEN SPACE AREA WITHIN PRIVATE OPEN SPACE
= 1,280 SF (9% OF TOTAL COMMON SPACE)

PRIVATE: GREATER THAN 250 SF PROVIDED FOR ALL UNITS.
SEE OPEN SPACE AREA SHEET (SHEET 6/C4).

UNIT COUNT

PLAN 1: 23 UNITS
PLAN 2: 13 UNITS (INCLUDES 3 ACCESSIBLE UNITS)

BUILDING INFORMATION

OCCUPANCY CLASSIFICATION:

1ST FLOOR: U & R-3

2ND FLOOR: R-3

3RD FLOOR: R-3

CONSTRUCTION TYPE: TYPE VB

FIRE SPRINKLER SYSTEM: NFPA 13-D (REQUIRED)

MAXIMUM HEIGHT: 40 FEET

NUMBER OF STORIES: 3 STORIES

FLOOR AREA:

PLAN 1: 1ST FLOOR = 181

2ND FLOOR = 819

3RD FLOOR = 771

TOTAL = 1,771 SQUARE FEET

PLAN 2: 1ST FLOOR = 346

2ND FLOOR = 815

3RD FLOOR = 771

TOTAL = 1,931 SQUARE FEET

REVISIONS

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4	6/8/21	4TH SUBMITTAL	
5	7/14/21	ADDRESS PLANNING COMMISSION COMMENTS	

REFERENCES

RICK ENGINEERING COMPANY Orange	36 DISCOVERY - SUITE 240 IRVINE, CA 92618 949-588-0707	J-18554AC SEAL: BARRY J. COWAN No. 46568 Exp. 6/30/23 CIVIL STATE OF CALIFORNIA
PREPARED UNDER THE DIRECTION OF: BARRY J. COWAN, RCE #C46568		
7-16-2021 DATE		

kb HOME	KB HOME COASTAL 9915 MIRA MESA BLVD, SUITE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL. (858) 877-4262
-------------------	--

TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT TITLE SHEET KATELLA AVENUE, STANTON, CA 90680 CITY OF STANTON COUNTY OF ORANGE		T1 SHEET 1 OF 37
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PRELIMINARY
NOT FOR CONSTRUCTION

REFERENCE IS MADE TO FIRST AMERICAN TITLE COMPANY PRELIMINARY
TITLE REPORT ORDER NO.0SA-5887331, DATED JANUARY 29, 2021. THE
FOLLOWING ARE EXCEPTIONS THERETO:

REFERENCE IS MADE TO FIRST AMERICAN TITLE COMPANY PRELIMINARY
TITLE REPORT ORDER NO. OSA-5887333, DATED JANUARY 29, 2021. THE
FOLLOWING ARE EXCEPTIONS THERETO:

☒ REFERENCE IS MADE TO FIRST AMERICAN TITLE COMPANY PRELIMINARY
TITLE REPORT ORDER NO.05A-5887832, DATED JANUARY 29, 2021. THE
FOLLOWING ARE EXCEPTIONS THERETO:

☒ REFERENCE IS MADE TO FIRST AMERICAN TITLE COMPANY PRELIMINARY
TITLE REPORT ORDER NO. OSA-5887340, DATED JANUARY 29, 2021. THE
FOLLOWING ARE EXCEPTIONS THERETO:

ITEM NO.	RECORD DATA	DESCRIPTION	REMARKS
6	MAY 17, 1951 AS BOOK 2189, PAGE 286 OF OFFICIAL RECORDS	EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES AND INCIDENTAL PURPOSES AFFECTS PARCEL B	PLOTTED
7	APRIL 22, 1952 AS BOOK 2319, PAGE 481 OF OFFICIAL RECORDS	TERMS, PROVISIONS AND EASEMENTS CONTAINED IN DOCUMENT "AGREEMENT"	PLOTTED
8	APRIL 20, 1971 AS BOOK 9612, PAGE 102 OF OFFICIAL RECORDS	EASEMENT FOR STREET, HIGHWAY AND INCIDENTAL PURPOSES IN FAVOR OF CITY OF STANTON	PLOTTED



REFERENCES

REGISTERED PROFESSIONAL ENGINEER
 BARRY J. COWAN
 No. 46568
 Exp. 6/30/23
 CIVIL
 STATE OF CALIFORNIA

TENTATIVE TRACT MAP 19145
PRECISE PLAN OF DEVELOPMENT
MAPPING
 KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON COUNTY OF ORANGE	C1 SHEET <u>3</u> OF <u>37</u>
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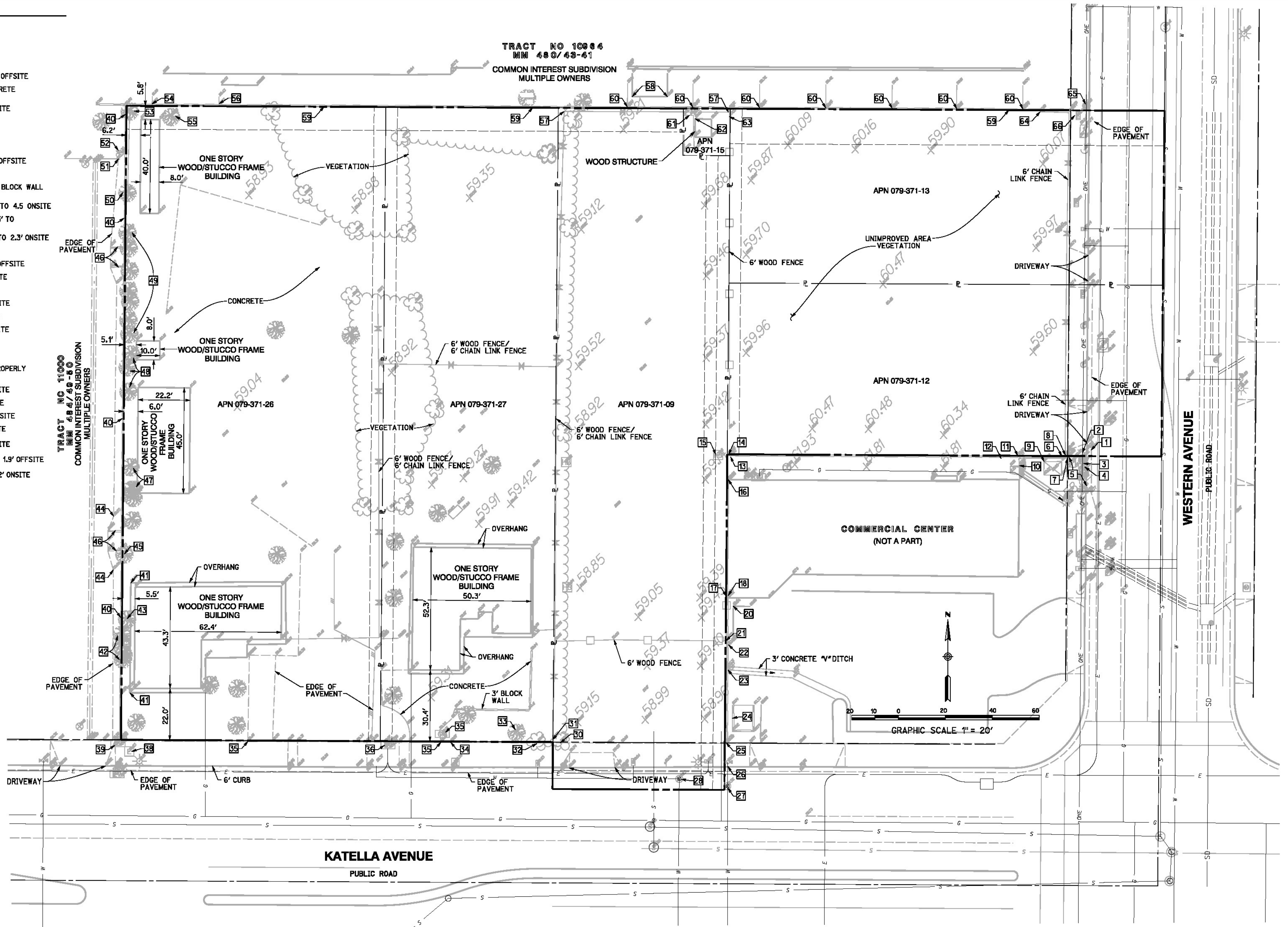
PRELIMINARY
NOT FOR CONSTRUCTION

FIELD DATA

- | | |
|--|--|
| 1 6" CURB AND GUTTER 2.8' ONSITE | 34 SIDEWALK 0.4' OFFSITE |
| 2 POWER POLE NO. 4551064E 0.5' OFFSITE | 35 GAS METER 3.2' ONSITE |
| 3 CONCRETE PAD 3.2' OFFSITE | 36 SIDEWALK 0.4' OFFSITE |
| 4 PULL BOX 4.7' OFFSITE | 37 NOT USED |
| 5 CONCRETE PAD 0.4' OFFSITE | 38 ELECTRIC PULL BOX 5.0' OFFSITE |
| 6 3' BLOCK WALL 0.92' OFFSITE | 39 UTILITY VAULT ON CONCRETE PAD 2.8' OFFSITE |
| 7 3' BLOCK WALL 0.1' OFFSITE | 40 6' BLOCK WALL 0.6' OFFSITE |
| 8 6' IRON FENCE 0.3' ONSITE | 41 BUILDING 3.6' ONSITE |
| 9 CONCRETE PAD 2.3' OFFSITE | 42 TREES 0.1' ONSITE |
| 10 CONCRETE PAD 4.2' OFFSITE | 43 TREE 2.2' ONSITE |
| 11 6' IRON FENCE 0.04' OFFSITE | 44 EDGE OF PAVEMENT 3.9' OFFSITE |
| 12 3' BLOCK WALL 1.2' OFFSITE | 45 TREE 0.8' ONSITE |
| 13 3' BLOCK WALL 1.0' OFFSITE | 46 TRASH ENCLOSURE W/ 5' BLOCK WALL 1.0' OFFSITE |
| 14 6' WOOD FENCE 0.1' OFFSITE | 47 CLUSTER OF 8" TREES 3' TO 4.5' ONSITE |
| 15 HOSE BIB 3.9' ONSITE | 48 CLUSTER OF 4" TREES 1.5' TO 3.0' ONSITE |
| 16 BUILDING 0.5' OFFSITE | 49 CLUSTER OF TREES 1.0' TO 2.3' ONSITE |
| 17 6' WOOD FENCE 0.2' OFFSITE | 50 TREE 0.8' ONSITE |
| 18 BUILDING 0.5' OFFSITE | 51 EDGE OF PAVEMENT 3.3' OFFSITE |
| 19 NOT USED | 52 FIRE HYDRANT 3.5' OFFSITE |
| 20 TOP OF 6" CURB 3.1' OFFSITE | 53 DENSE TREES 1.4' ONSITE |
| 21 6' WOOD FENCE 0.1' OFFSITE | 54 6' WOOD FENCE 0.9' OFFSITE |
| 22 TOP OF 6" CURB 1.2' OFFSITE | 55 10" X 2' TREE 4.5' ONSITE |
| 23 3' WIDE CONCRETE GUTTER 1.1' OFFSITE | 56 6' WOOD FENCE 1.2' OFFSITE |
| 24 TRASH ENCLOSURE W/ 5' BLOCK WALL 3.1' OFFSITE | 57 6' FENCE 1.5' ONSITE |
| 25 2' BLOCK WALL 0.6' OFFSITE | 58 BUILDING 5.0' OFFSITE |
| 26 FIRE HYDRANT 1.4' OFFSITE | 59 6' BLOCK WALL ALONG PROPERLY LINE |
| 27 WATER VALVE 1.23' OFFSITE | 60 6' WOOD FENCE 1.5' OFFSITE |
| 28 WATER VALVE 4.8' ONSITE | 61 CONCRETE PAD 2.9' ONSITE |
| 29 NOT USED | 62 WOOD STRUCTURE 4.3' ONSITE |
| 30 SIDEWALK 3.2' ONSITE | 63 6' WOOD FENCE 3.4' ONSITE |
| 31 FENCE 1.0' ONSITE | 64 6' WOOD FENCE 0.5' OFFSITE |
| 32 LANDSCAPE BUSH ALONG PROPERTY LINE | 65 POWERPOLE NO. 1357301E 1.9' OFFSITE |
| 33 12" TREE 4.1' ONSITE | 66 TELEPHONE PULL BOX 2.2' ONSITE |

LEGEND

- | | |
|-----|----------------------------------|
| --- | INDICATES BOUNDARY |
| --- | INDICATES CENTER LINE |
| --- | INDICATES LOT LINE |
| --- | INDICATES EXISTING EASEMENT LINE |
| [X] | INDICATES FIELD DESCRIPTION |
| • | INDICATES BOLLARD |
| • | INDICATES POWER POLE |
| • | INDICATES TREE |
| • | INDICATES WATER METER |
| • | INDICATES SIGN |
| • | INDICATES GUY WIRE |
| • | INDICATES UTILITY VALVE |
| • | INDICATES GAS VALVE |
| • | INDICATES HOSE BIB |
| • | INDICATES ELECTRIC RISER |
| • | INDICATES ELECTRIC VALVE |
| • | INDICATES ELECTRIC MANHOLE |
| • | INDICATES GAS METER |
| • | INDICATES CLEAN OUT |
| • | INDICATES CATCH BASIN |
| • | PULL BOX |
| • | TELEPHONE PULL BOX |



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5	7/14/21	ADDRESS PLANNING COMMISSION COMMENTS	

REFERENCES

RICK
ENGINEERING COMPANY
36 DISCOVERY, SUITE 240
IRVINE, CA 92618
949-588-0707
rickengineering.com
San Diego - Riverside - Sacramento - San Luis Obispo - Phoenix - Tucson - Denver
PREPARED UNDER THE DIRECTION OF:
BARRY J. COWAN, RCE #C46568
7-16-2021
DATE

SEAL:
BARRY J. COWAN
No. 46568
Exp. 6/30/23
CIVIL
STATE OF CALIFORNIA

DEVELOPER:
kb HOME
KB HOME COASTAL
9915 MIRA MESA BLVD,
SUITE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSBACK
TEL. (858) 877-4262

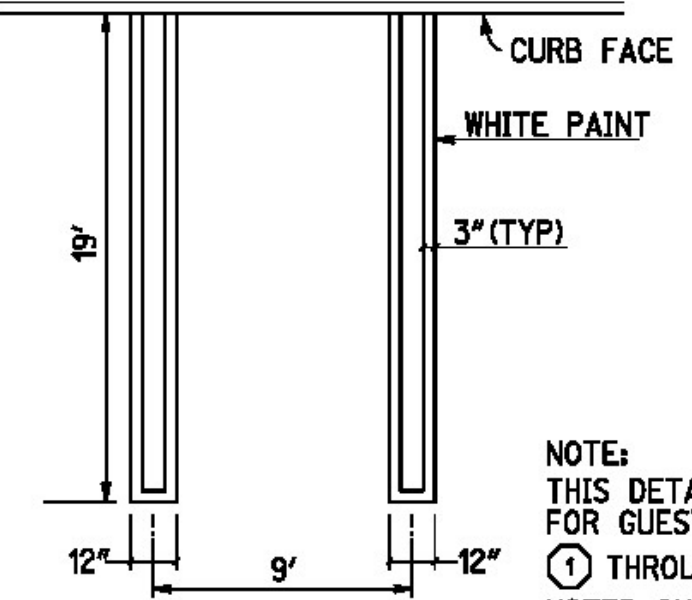
TENTATIVE TRACT MAP 19145
PRECISE PLAN OF DEVELOPMENT
TOPOGRAPHY
KATELLA AVENUE, STANTON, CA 90680
CITY OF STANTON
COUNTY OF ORANGE
SHEET 4 OF 37
C2

GENERAL NOTES

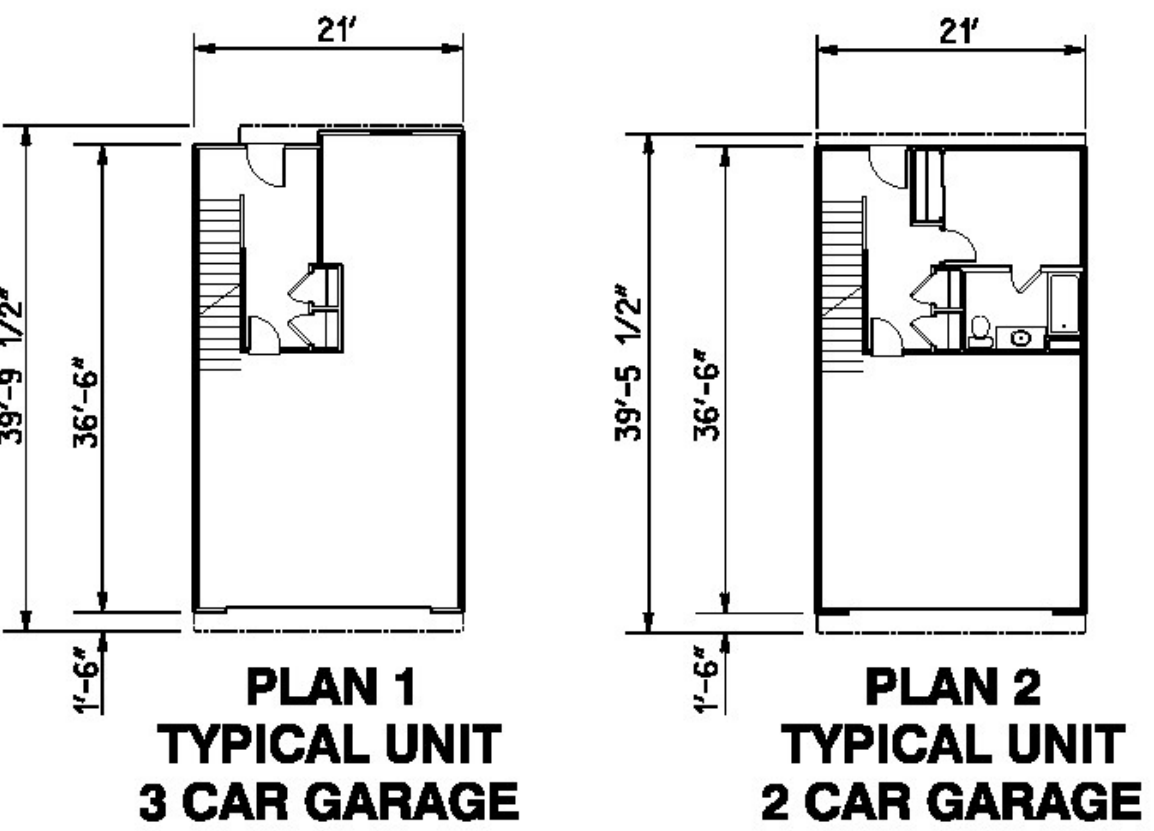
- 1. ALL ON-SITE STREETS SHALL BE PRIVATE.
- 2. ALL ON-SITE STREETS SHALL BE DESIGNATED FIRE LANES.
- 3. ON-SITE CURB SHALL BE PAINTED RED WITH MARKINGS PER OCFA STANDARDS EXCEPT WHERE PARKING SPACE IS SHOWN.
- 4. ON-SITE PARKING STALL CURBS SHALL BE PAINTED GREEN WITH CURB MARKINGS WITH THE WORDING "GUEST PARKING ONLY" OR SIMILAR TO INDICATE DESIGNATED GUEST PARKING STALL.

LEGEND

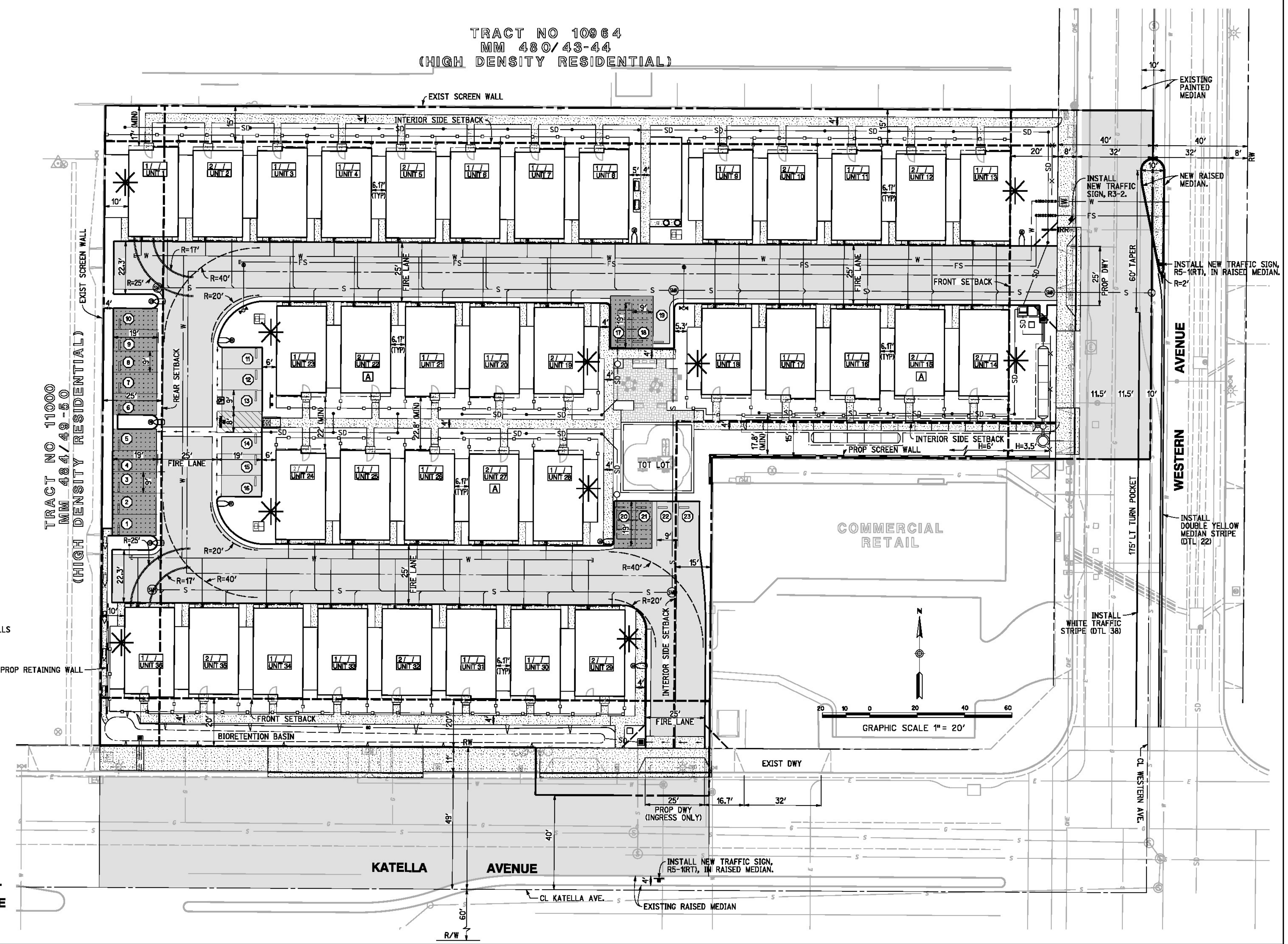
- TRACT BOUNDARY
- REQUIRED SETBACK
- PROPOSED CONCRETE
- PROPOSED PRE-CAST
- PROPOSED ASPHALT CONCRETE
- UNIT NUMBER
- UNIT DESCRIPTION
- PLAN (1/2)
- ELEVATION (A/B/C)
- COLOR SCHEME (A/B)
- ACCESSIBLE UNIT
- GUEST PARKING STALL
- ENHANCED SIDE ELEVATION
- FIRE TRUCK TURNING MOVEMENT
- PASSENGER CAR TURNING MOVEMENT



NOTE:
THIS DETAIL APPLICABLE
FOR GUEST PARKING STALLS
① THROUGH ②③ AS
NOTED ON PLAN.



TRACT NO 10964
MM 480/43-44
(HIGH DENSITY RESIDENTIAL)



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San Diego - Riverside - Sacramento - San Luis Obispo - Phoenix - Tucson - Denver
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BARRY J. COWAN, RCE #C46568
7-16-2021
DATE

SEAL:
BARRY J. COWAN
No. 46568
Exp. 6/30/23
CIVIL
STATE OF CALIFORNIA

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9915 MIRA MESA BLVD,
SUITE 100
SAN DIEGO, CA 92131
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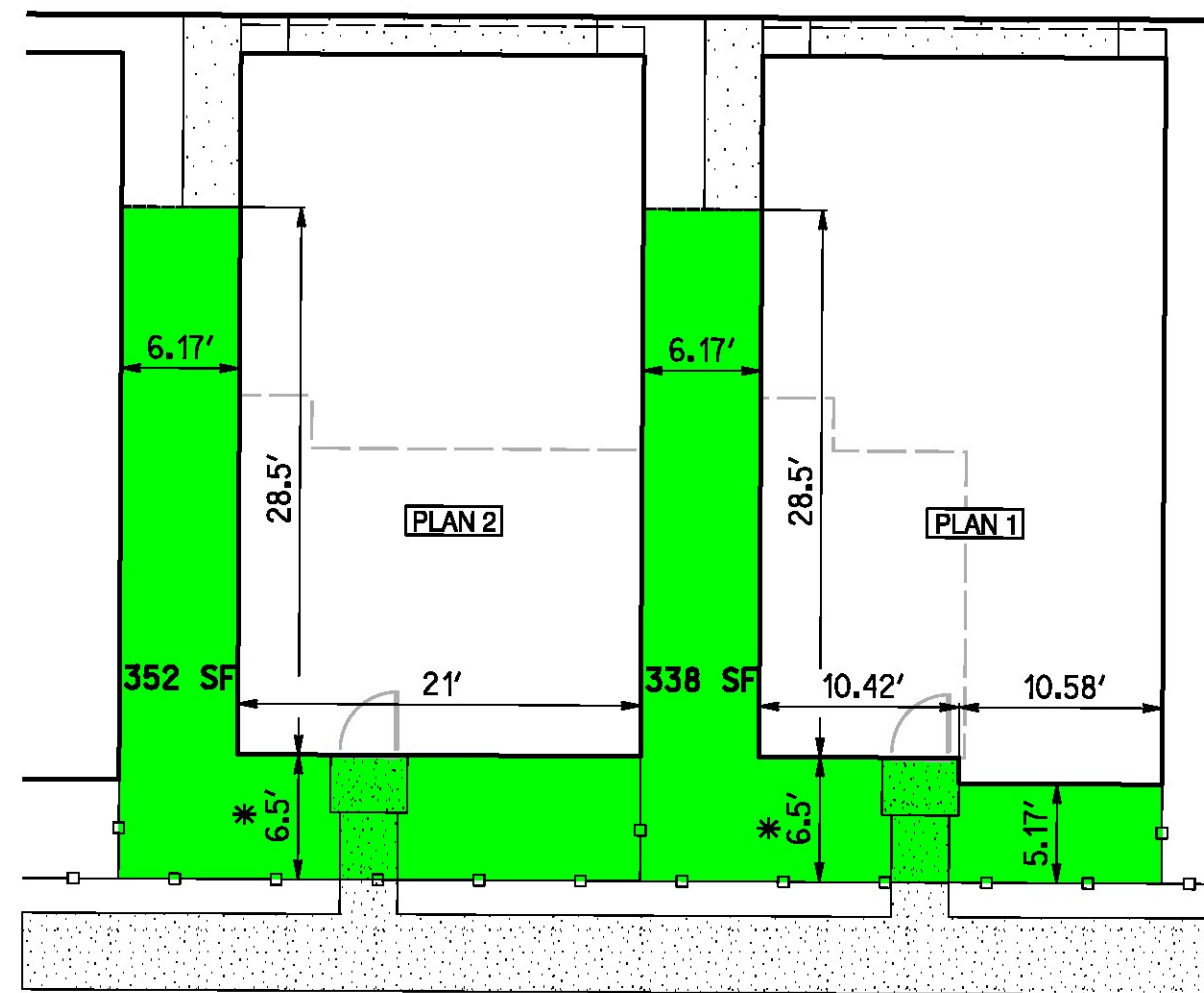
TENTATIVE TRACT MAP 19145
PRECISE PLAN OF DEVELOPMENT
SITE PLAN
KATELLA AVENUE, STANTON, CA 90680
CITY OF STANTON
COUNTY OF ORANGE
SHEET 5 OF 37
C3
PRELIMINARY
NOT FOR CONSTRUCTION

LEGEND

TRACT BOUNDARY	
REQUIRED SETBACK	
PROPOSED CONCRETE	
PROPOSED PRE-CAST POROUS CONCRETE	
PROPOSED ASPHALT CONCRETE	
COMMON OPEN SPACE (TOT LOT)	798 SF TOTAL (X2 = 1,596)
COMMON OPEN SPACE	12,878 SF TOTAL
PRIVATE OPEN SPACE APPLIED TO COMMON OPEN SPACE	1,280 SF TOTAL (INCL. IN COMMON OPEN SPACE TOTAL ABOVE)
PRIVATE OPEN SPACE	11,665 SF TOTAL

OPEN SPACE SUMMARY

REQUIRED:
COMMON: 30% OF TOTAL AREA = 33,388.8 SF (111,296 SF X 0.30)
50% MAXIMUM CAN BE COMPRISED OF PRIVATE OPEN SPACE.
PRIVATE: 250 SF/UNIT
PROVIDED:
COMMON: 14,474 SF (13% OF TOTAL SITE AREA)
COMMON OPEN SPACE AREA WITHIN PRIVATE OPEN SPACE = 1,280 SF (9% OF TOTAL COMMON SPACE)
PRIVATE: SEE AREAS THIS SHEET. ALL UNITS EXCEED THE 250 SF MINIMUM REQUIRED.

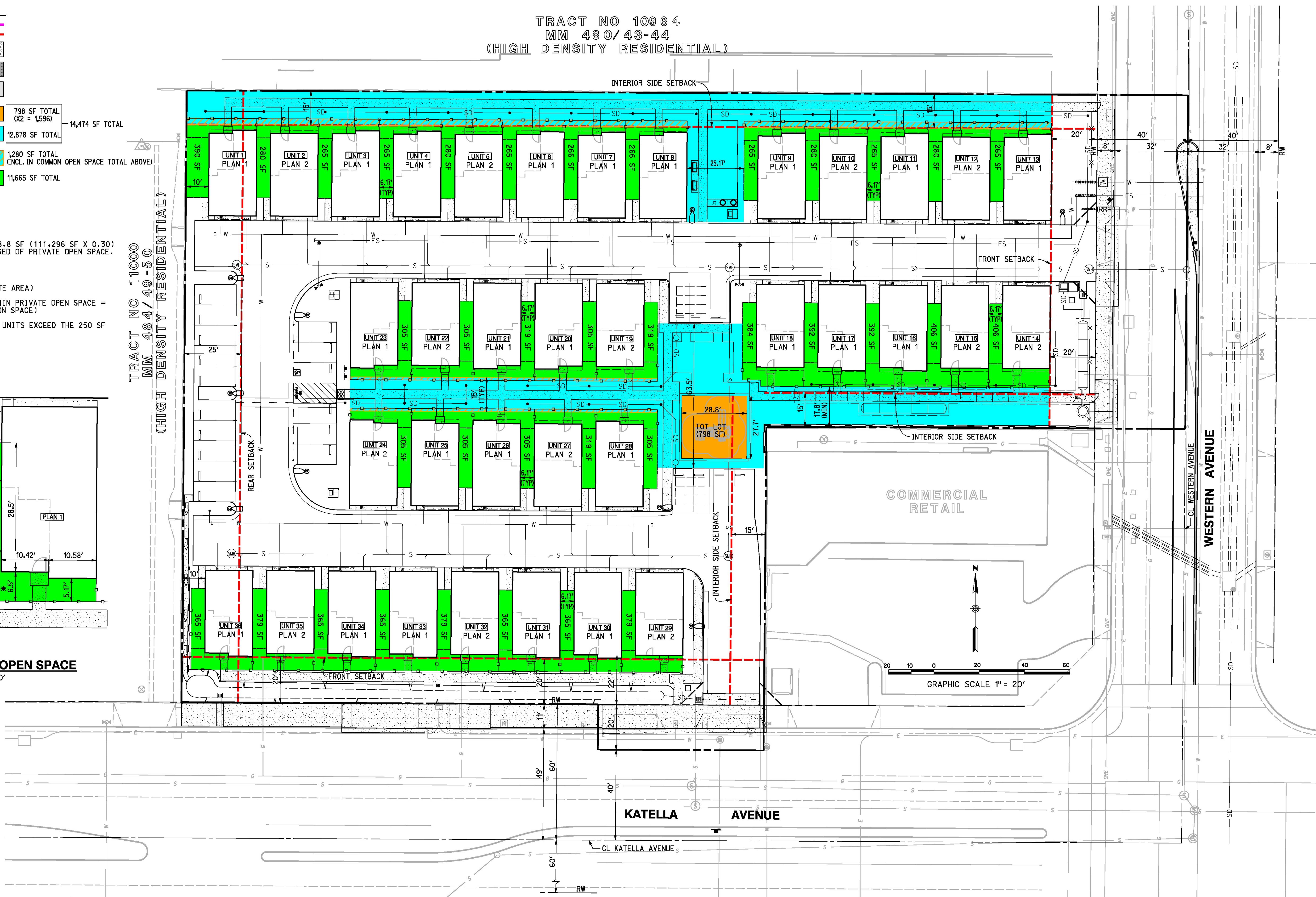


TYPICAL PRIVATE OPEN SPACE

SCALE: 1"=10'

TRACT NO 11000
MM 484/49-50
(HIGH DENSITY RESIDENTIAL)

TRACT NO 10964
MM 480/43-44
(HIGH DENSITY RESIDENTIAL)



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REFERENCES

RICK ENGINEERING COMPANY
36 DISCOVERY - SUITE 240
IRVINE, CA 92618
949-588-0707
rickengineering.com
San Diego - Riverside - Sacramento - San Luis Obispo - Phoenix - Tucson - Denver
PREPARED UNDER THE DIRECTION OF:
BARRY J. COWAN, RCE #C46568
7-16-2021
DATE

SEAL: J-18554AC
REGISTERED PROFESSIONAL ENGINEER
BARRY J. COWAN
No. 46568
Exp. 6/30/23
CIVIL
STATE OF CALIFORNIA

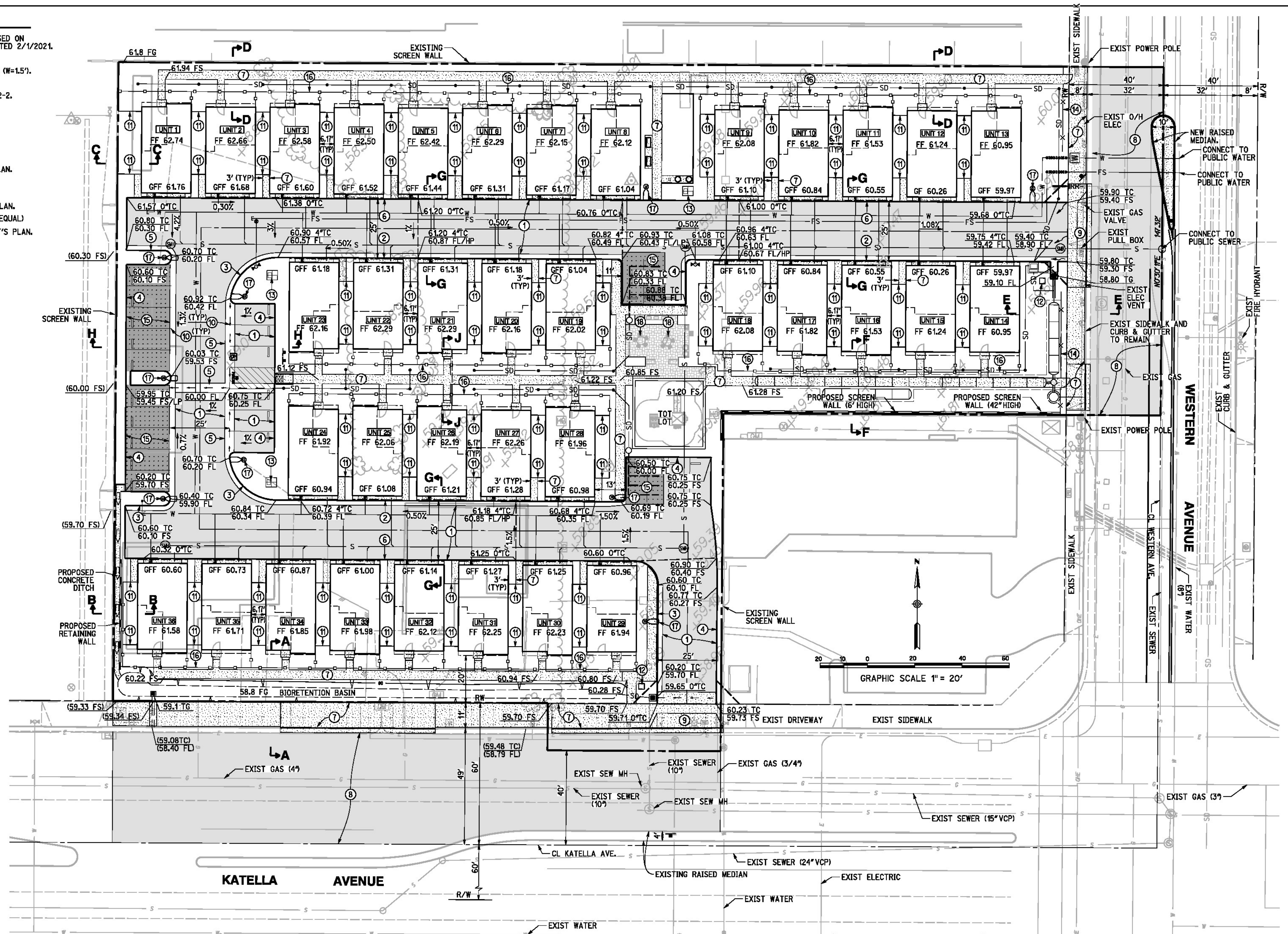
DEVELOPER:

kb HOME
KB HOME COASTAL
9915 MIRA MESA BLVD,
SUITE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSBACK
TEL. (858) 877-4262

TENTATIVE TRACT MAP 19145
PRECISE PLAN OF DEVELOPMENT
OPEN SPACE AREA
KATELLA AVENUE, STANTON, CA 90680
CITY OF STANTON
COUNTY OF ORANGE
C4
SHEET 6 OF 37

- (1) CONSTRUCT 4" AB OVER 6" AB PAVEMENT STRUCTURAL SECTION BASED ON SOILS ENGINEER'S REPORT AND RECOMMENDATIONS PER REPORT DATED 2/1/2021.
- (2) CONSTRUCT 4" ROLL CURB.
- (3) CONSTRUCT 6" CURB & GUTTER (TYPE A2-6) PER SPPWC STD 120-2 (W=15').
- (4) CONSTRUCT 6" PCC CURB (TYPE A1-6) PER SPPWC STD 120-2.
- (5) CONSTRUCT 4" WIDE PCC RIBBON GUTTER PER SPPWC STD PLAN 122-2.
- (6) CONSTRUCT 0" PCC CURB (TYPE A1-6) PER SPPWC STD 120-2.
- (7) CONSTRUCT 4" THICK PCC CONCRETE SIDEWALK (WIDTH PER PLAN).
- (8) REMOVE AND REPLACE ASPHALT CONCRETE ROADWAY.
- (9) CONSTRUCT DRIVEWAY APPROACH (TYPE B) PER SPPWC STD 110-2.
- (10) PAINT PARKING STALL STRIPING.
- (11) 6' HIGH SIDE YARD VINYL FENCING PER LANDSCAPE ARCHITECT'S PLAN.
- (12) ENTRY MONUMENT PILASTER PER LANDSCAPE ARCHITECT'S PLAN.
- (13) TRANSFORMER PAD LOCATION
- (14) CONTEMPORARY HORIZONTAL FENCE PER LANDSCAPE ARCHITECT'S PLAN.
- (15) PRE-CAST POROUS CONCRETE PANELS (STORMCRETE OR APPROVED EQUAL)
- (16) 42" HIGH PRIVATE FRONT YARD FENCING PER LANDSCAPE ARCHITECT'S PLAN.
- (17) LIGHT POLE
- (18) PICNIC TABLES PER LANDSCAPE ARCHITECT'S PLAN.

1. ALL ON-SITE STREETS SHALL BE PRIVATE.
2. ALL ON-SITE STREETS SHALL BE DESIGNATED FIRE LANES.
3. ON-SITE CURB SHALL BE PAINTED RED WITH MARKINGS PER OCCA STANDARDS EXCEPT WHERE PARKING SPACE IS SHOWN.



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rick
ENGINEERING COMPANY

36 DISCOVERY - SUITE 240
IRVINE, CA 92618
949-588-0707

J-18554

rickengineering.co

Orange San Diego Riverside Sacramento San Luis Obispo Phoenix Tucson Denver

PREPARED UNDER THE DIRECTION OF:

BARRY J. COWAN, RCE #C46568

7-16-2021

DATE

SEAL: REGISTERED PROFESSIONAL ENGINEER
BARRY J. COWAN
No. 46568
Exp. 6/30/23
CIVIL
STATE OF CALIFORNIA

DEVELOPER:

kb
HOME

KB HOME COASTAL
9915 MIRA MESA BLVD,
SUITE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSBACK
TEL. (858) 677-4262

TENTATIVE TRACT MAP 19145
PRECISE PLAN OF DEVELOPMENT
GRADING

KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON COUNTY OF ORANGE	C5 SHEET <u>7</u> OF <u>37</u>
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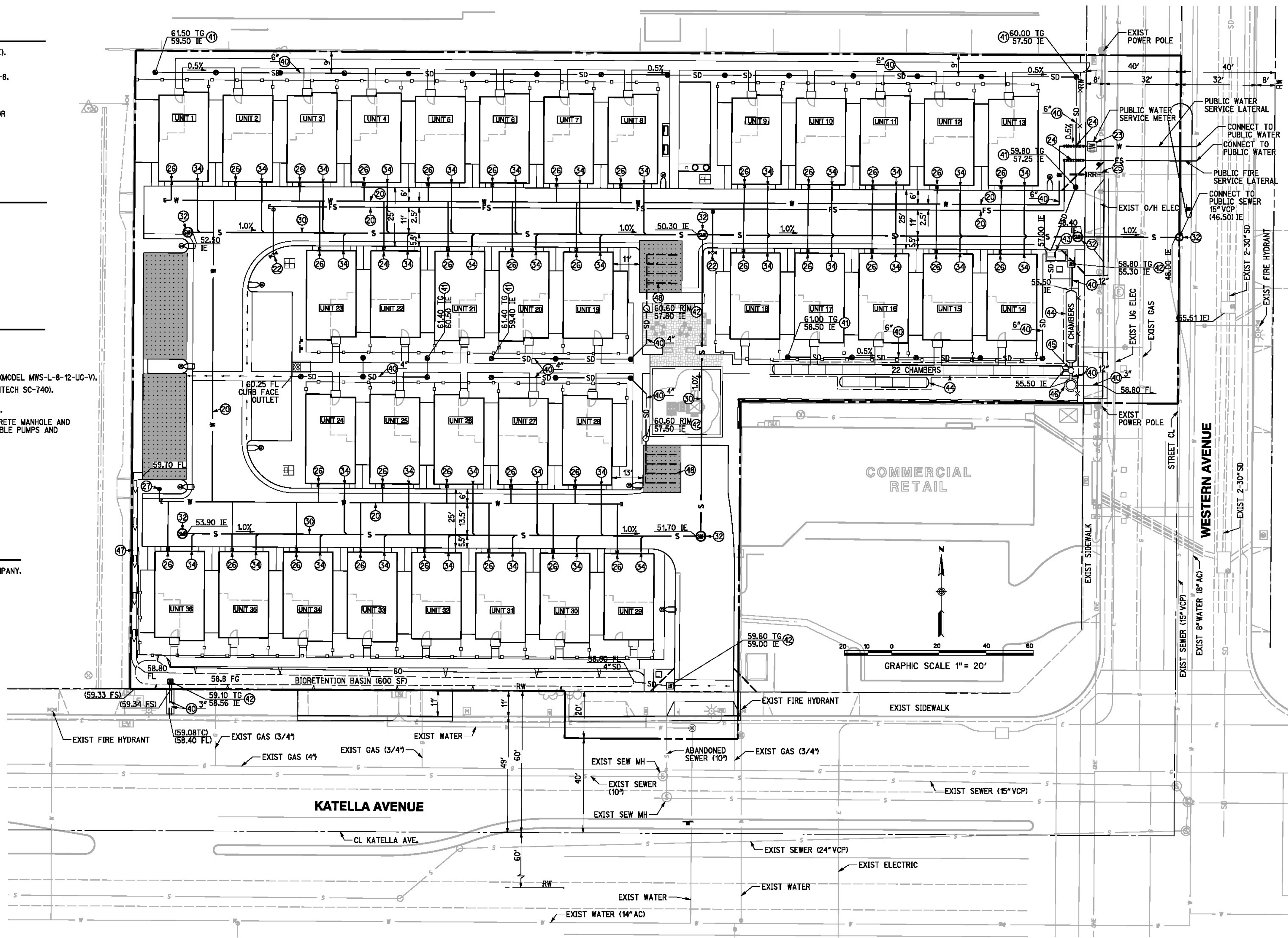
PRELIMINARY
NOT FOR CONSTRUCTION

- 20 CONSTRUCT 6" PVC (C900) FIRE/DOMESTIC WATER LINE (PRIVATE).
- 21 CONSTRUCT 4" COPPER FIRE/DOMESTIC WATER LINE (PRIVATE).
- 22 CONSTRUCT FIRE HYDRANT (PRIVATE) PER GSWC STD DWG NO P-8.
- 23 6" METER WITH BYPASS PER GSWC STD DWG NO P-30.
- 24 6" BACKFLOW ASSEMBLY PER GSWC STD DWG NO P-35B.
- 25 EXISTING WATER METER AND SERVICE LATERAL TO BE USED FOR
EXISTING IRRIGATION SERVICE.
- 26 1" DOMESTIC SUB-METER PER GSWC STD DWG NO P-26.
- 27 4" BLOW-OFF ASSEMBLY PER GSWC STD DWG NO P-11.

30 CONSTRUCT 6" PVC (SDR-35) SEWER LINE.
31 CONSTRUCT 4" PVC (SDR-35) SEWER LINE.
32 CONSTRUCT PRECAST SEWER MANHOLE PER SPPWC STD 200-3.
33 NOT USED.
34 CONSTRUCT 4" SEWER LATERAL PER SPPWC STD PLAN 222-2.

- 40 CONSTRUCT PVC STORM DRAIN PIPE, SIZE PER PLAN.
- 41 CONSTRUCT 6" LANDSCAPE AREA DRAIN.
- 42 CONSTRUCT 24"x24" GRATE INLET.
- 43 FURNISH AND INSTALL MODULAR WETLAND SYSTEM LINEAR 2.0 (MODEL MWS-L-8-12-UG-V).
- 44 CONSTRUCT UNDERGROUND DETENTION CHAMBER SYSTEM (STORMTECH SC-740).
SYSTEM SHALL BE LINED WITH IMPERMEABLE LINER.
- 45 CONSTRUCT 30" NYLOPLAST DRAINAGE BASIN WITH SOLID COVER.
- 46 FURNISH AND INSTALL 4" DIAMETER REINFORCED PRECAST CONCRETE MANHOLE AND
PRECAST MANHOLE BASE. FURNISH AND INSTALL TWO SUBMERSIBLE PUMPS AND
DISCHARGE LINE PIPE TO OUTLET THROUGH CURB FACE.
- 47 CONSTRUCT CONCRETE DITCH.
- 48 CONSTRUCT 4" PVC PERFORATED PIPE.

1. SOURCE OF WATER SUPPLY SHALL BE GOLDEN STATE WATER COMPANY.
2. ON-SITE WATER SHALL BE PRIVATE UNLESS OTHERWISE NOTED.
3. ON-SITE SEWER SHALL BE PRIVATE UNLESS OTHERWISE NOTED.
4. ON-SITE STORM DRAIN SHALL BE PRIVATE.



REVISIONS			
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RICK
ENGINEERING COMPANY

36 DISCOVERY - SUITE 240
IRVINE, CA 92618
949-588-0707

J-18554A

rickengineering.com

Orange San Diego Riverside Sacramento San Luis Obispo Phoenix Tucson Denver

PREPARED UNDER THE DIRECTION OF:

BARRY J. COWAN, RCE #C46568

7-16-2021
DATE

J-18554AC

SEAL

Engineering.com
Lucson - Denver

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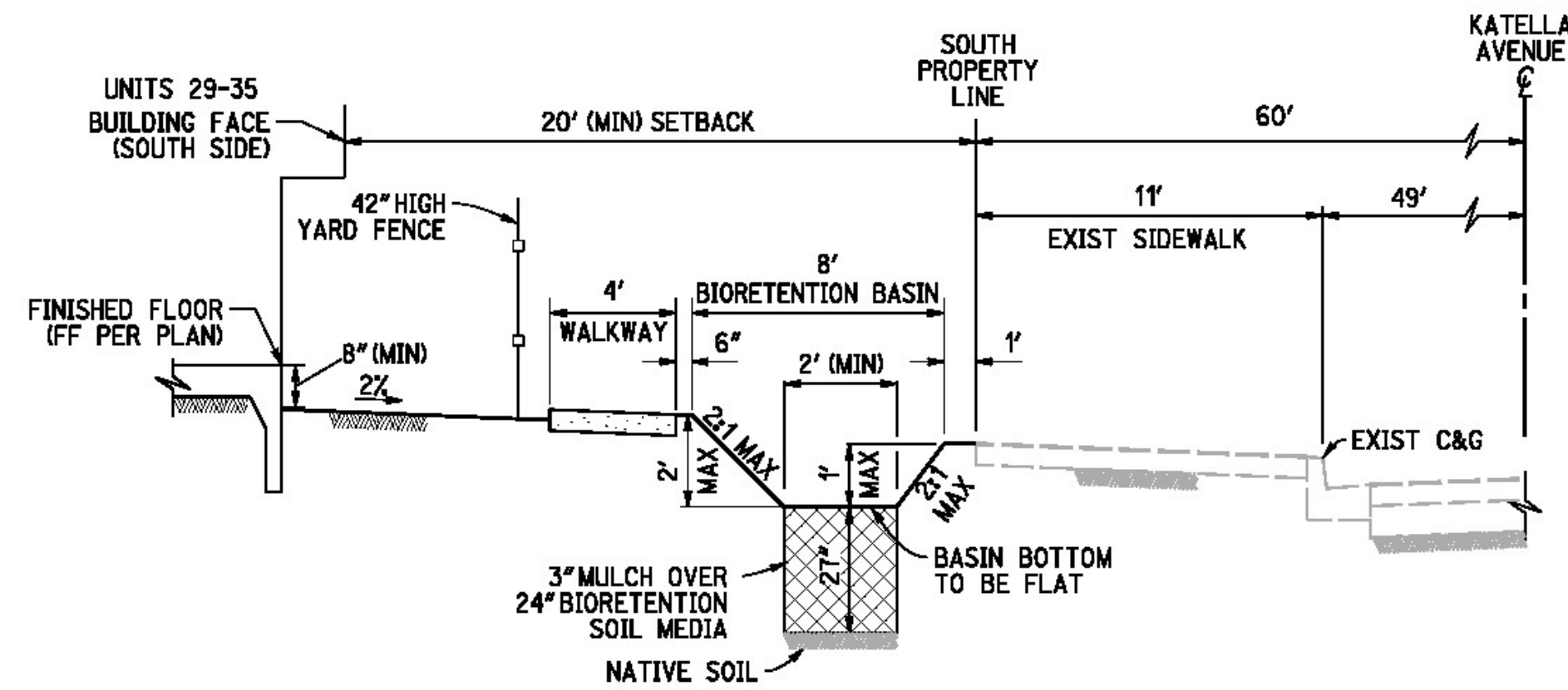
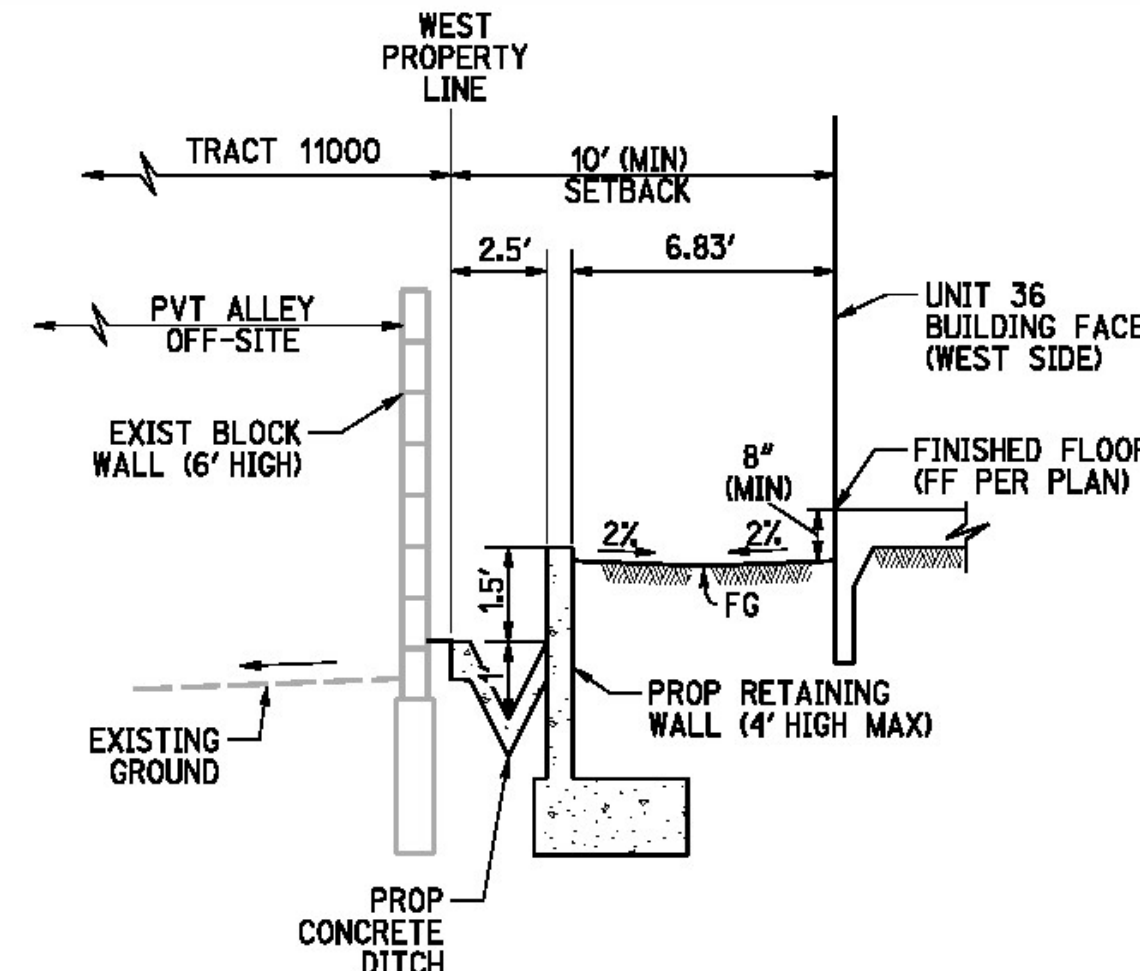
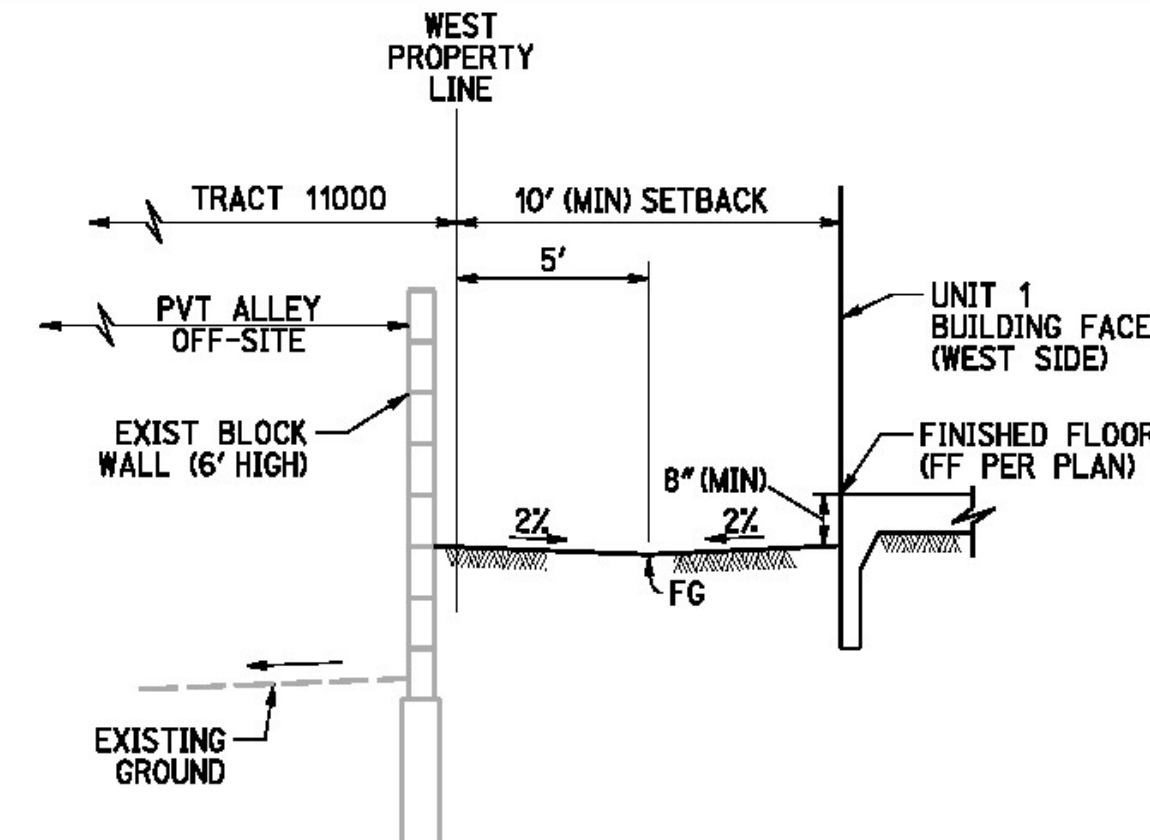
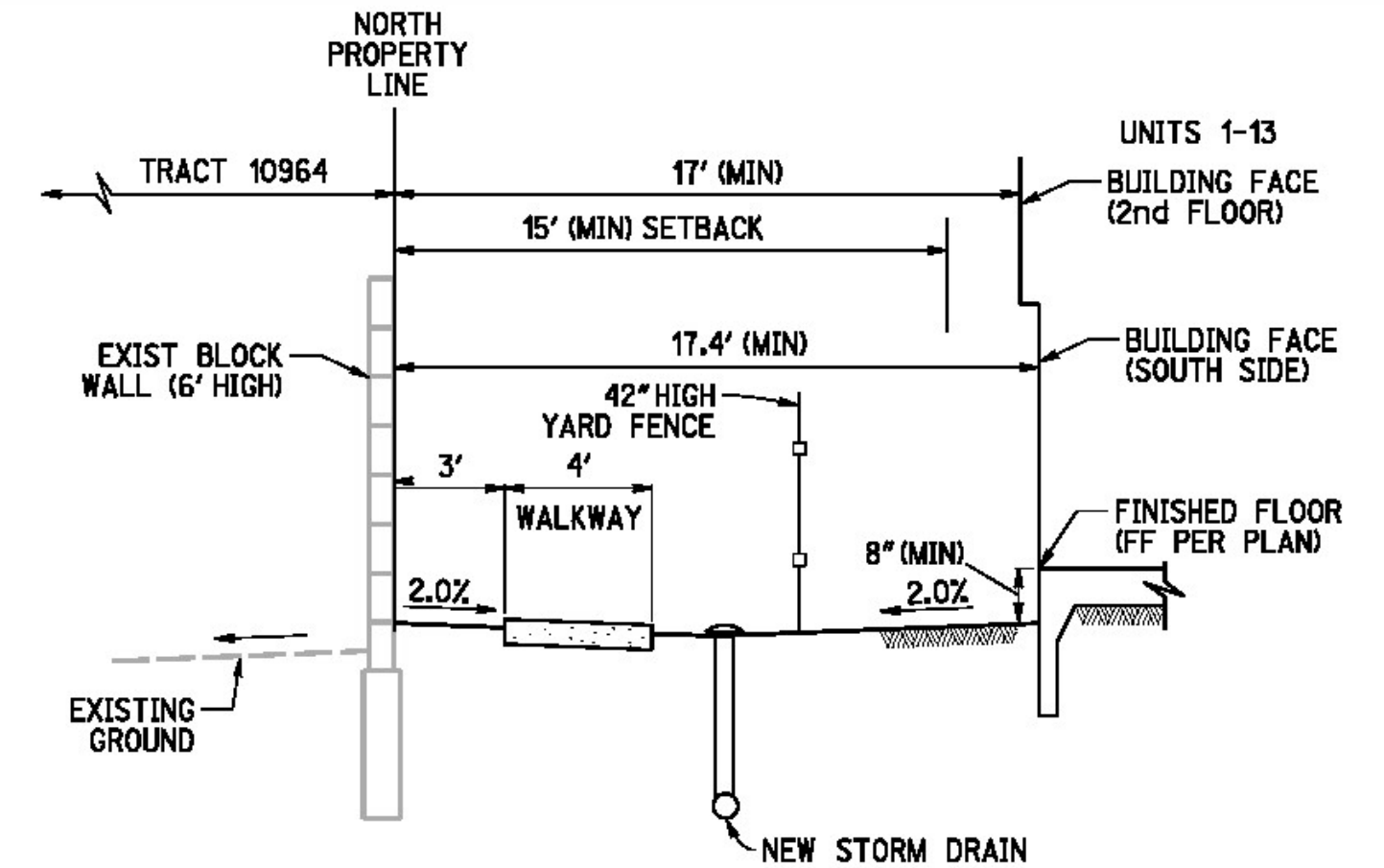
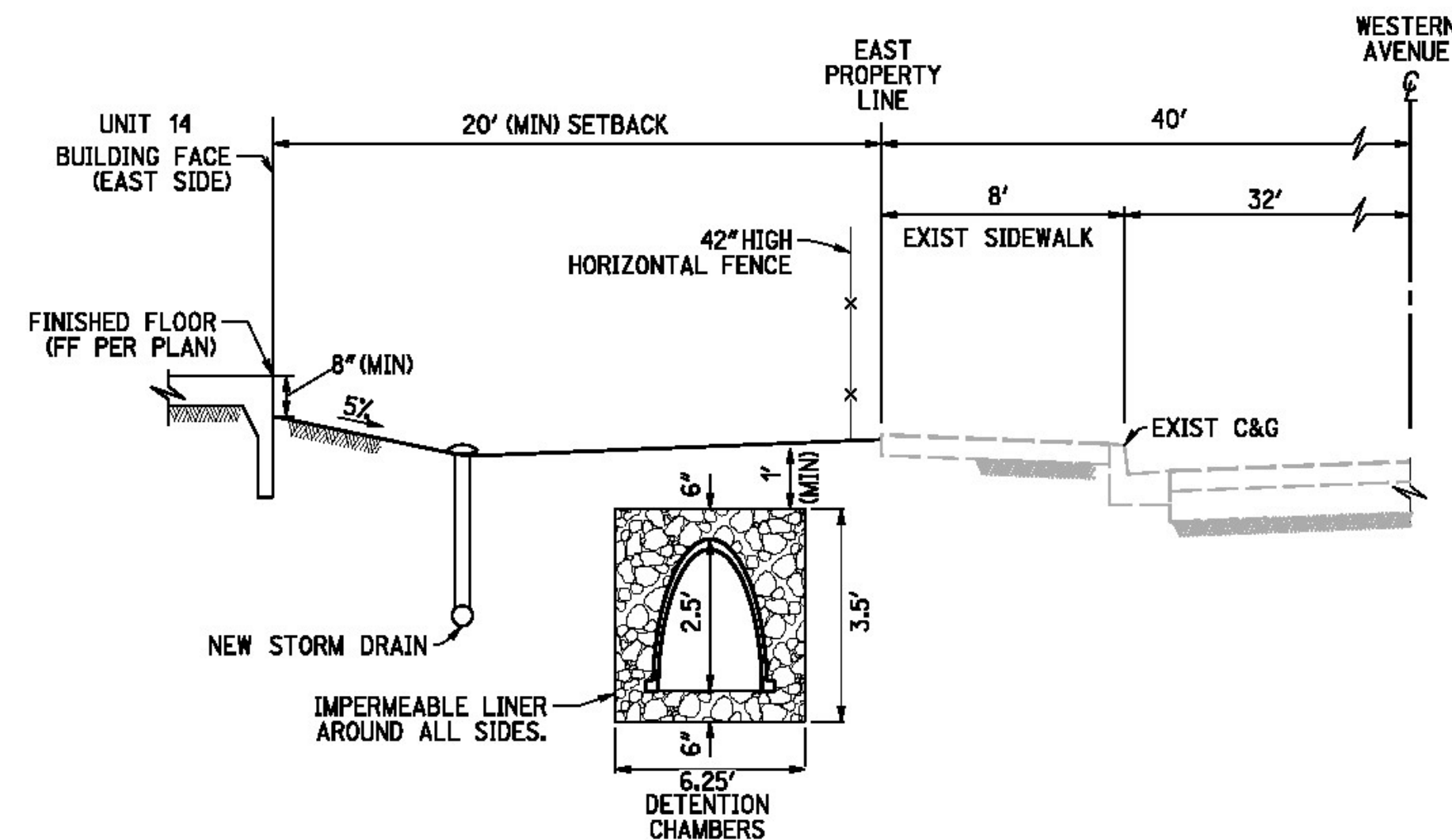
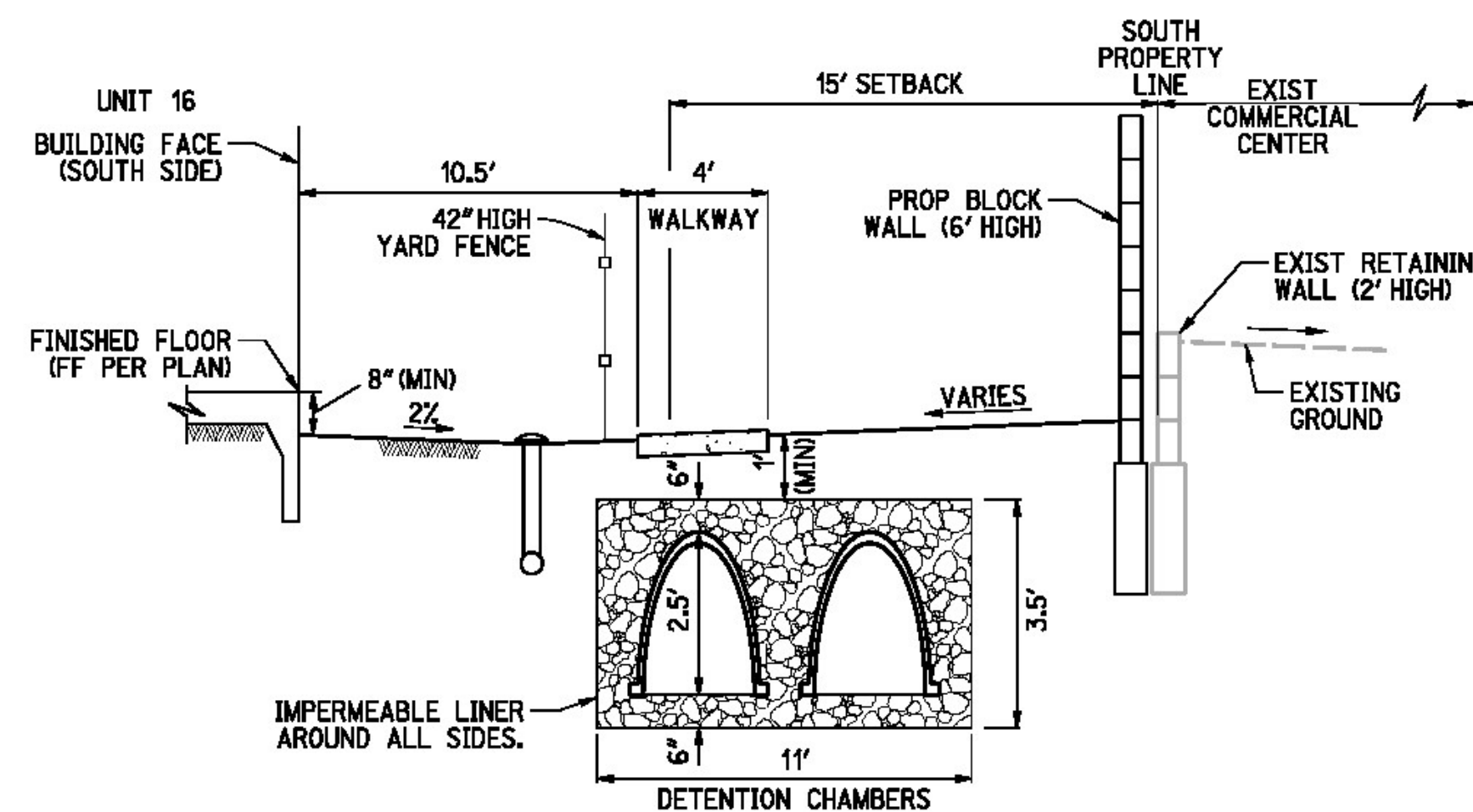
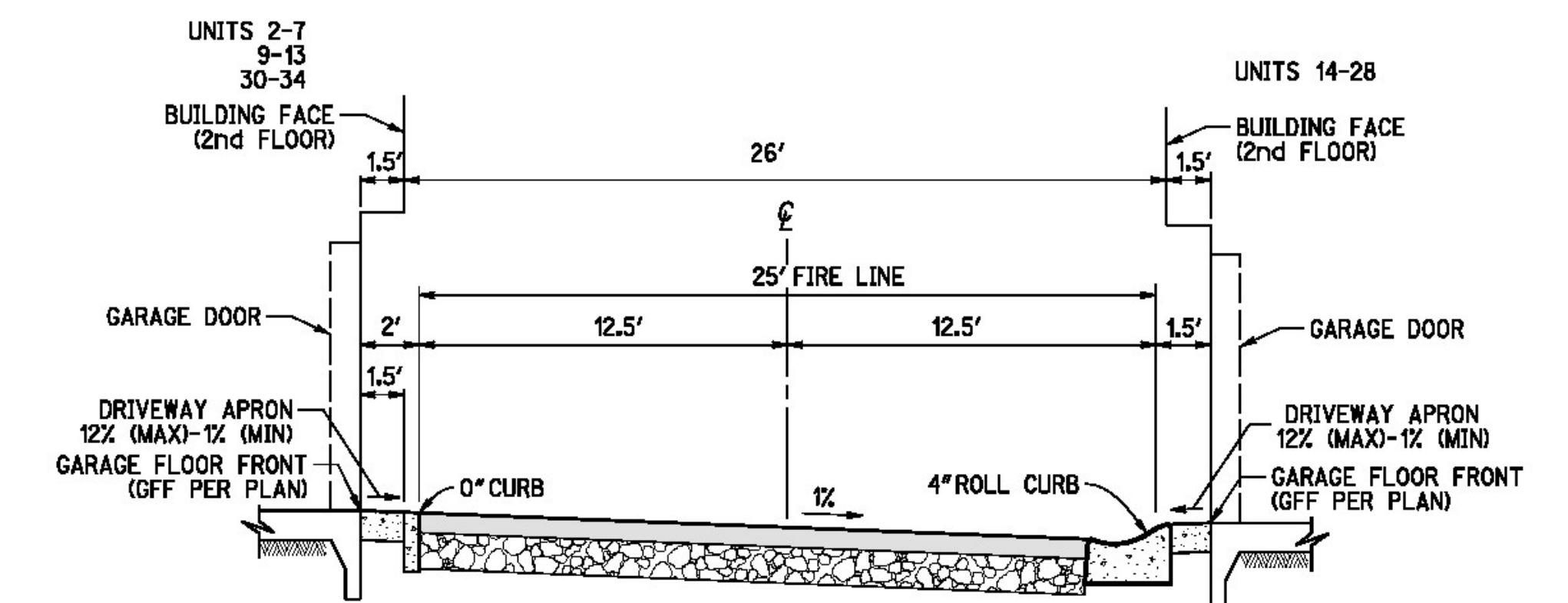
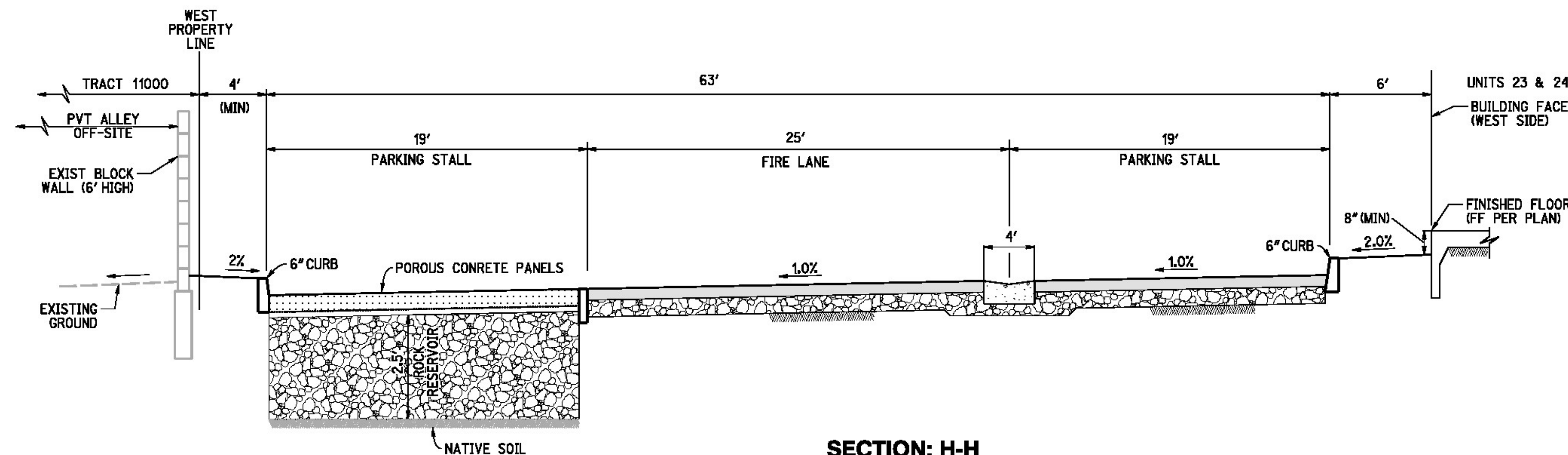
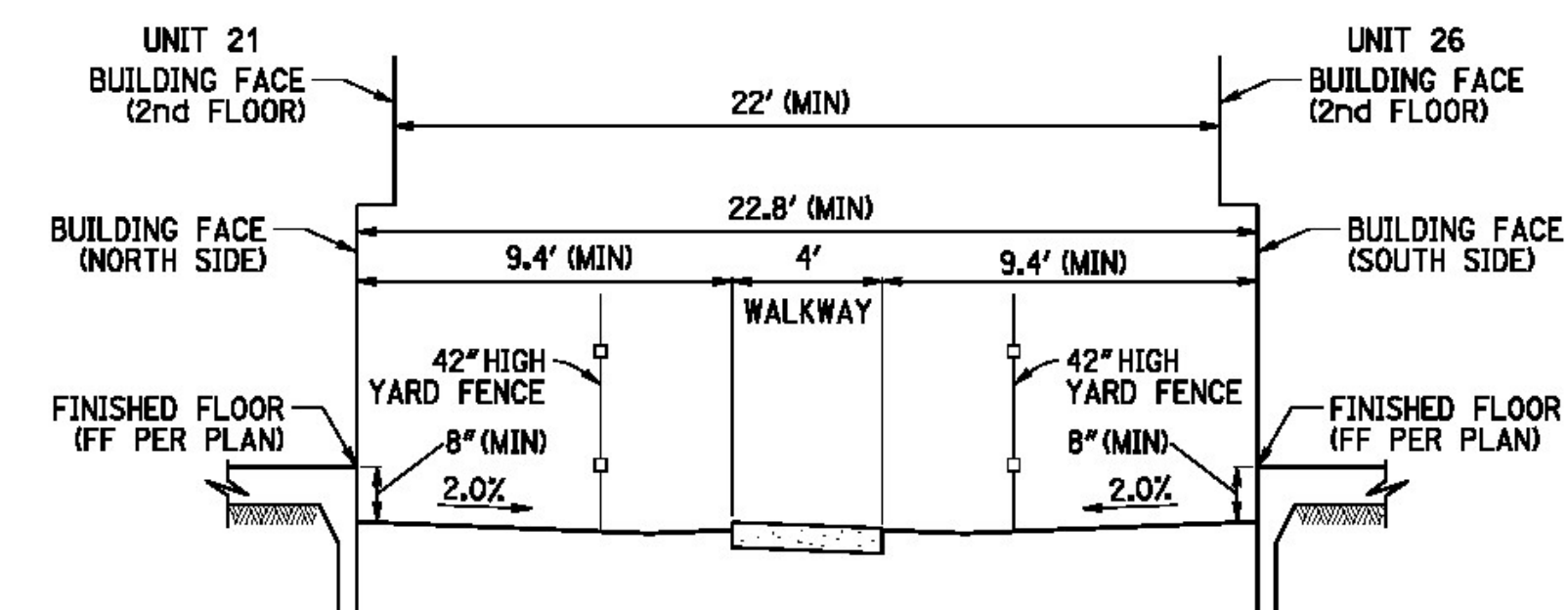
KB HOME COASTAL
9915 MIRA MESA BLVD,
SUITE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSBACK
TEL. (858) 877-4262

TENTATIVE TRACT MAP 19145
PRECISE PLAN OF DEVELOPMENT
UTILITIES

KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON COUNTY OF ORANGE	C6 SHEET <u>8</u> OF <u>37</u>
---	---

PRELIMINARY
NOT FOR CONSTRUCTION

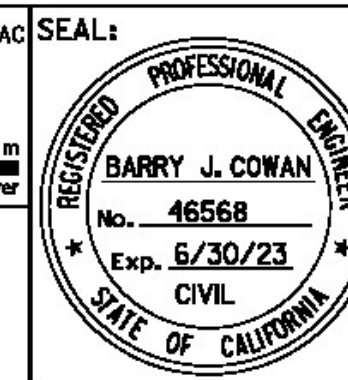
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NOT TO SCALESECTION: E-E
NOT TO SCALESECTION: F-F
NOT TO SCALESECTION: G-G
NOT TO SCALESECTION: H-H
NOT TO SCALESECTION: J-J
NOT TO SCALE

REVISIONS

NO.	DATE	DESCRIPTION	APP.
1	2/11/21	1ST SUBMITTAL	
2	4/9/21	2ND SUBMITTAL	
3	5/13/21	3RD SUBMITTAL	
4	6/8/21	4TH SUBMITTAL	
5	7/14/21	ADDRESS PLANNING COMMISSION COMMENTS	

REFERENCES

rick ENGINEERING COMPANY Orange	36 DISCOVERY - SUITE 240 IRVINE, CA 92618 949-588-0707	J-18554AC No. 46568 Exp. 6/30/23 CIVIL STATE OF CALIFORNIA
PREPARED UNDER THE DIRECTION OF: BARRY J. COWAN, RCE #C46568		DATE 7-16-2021



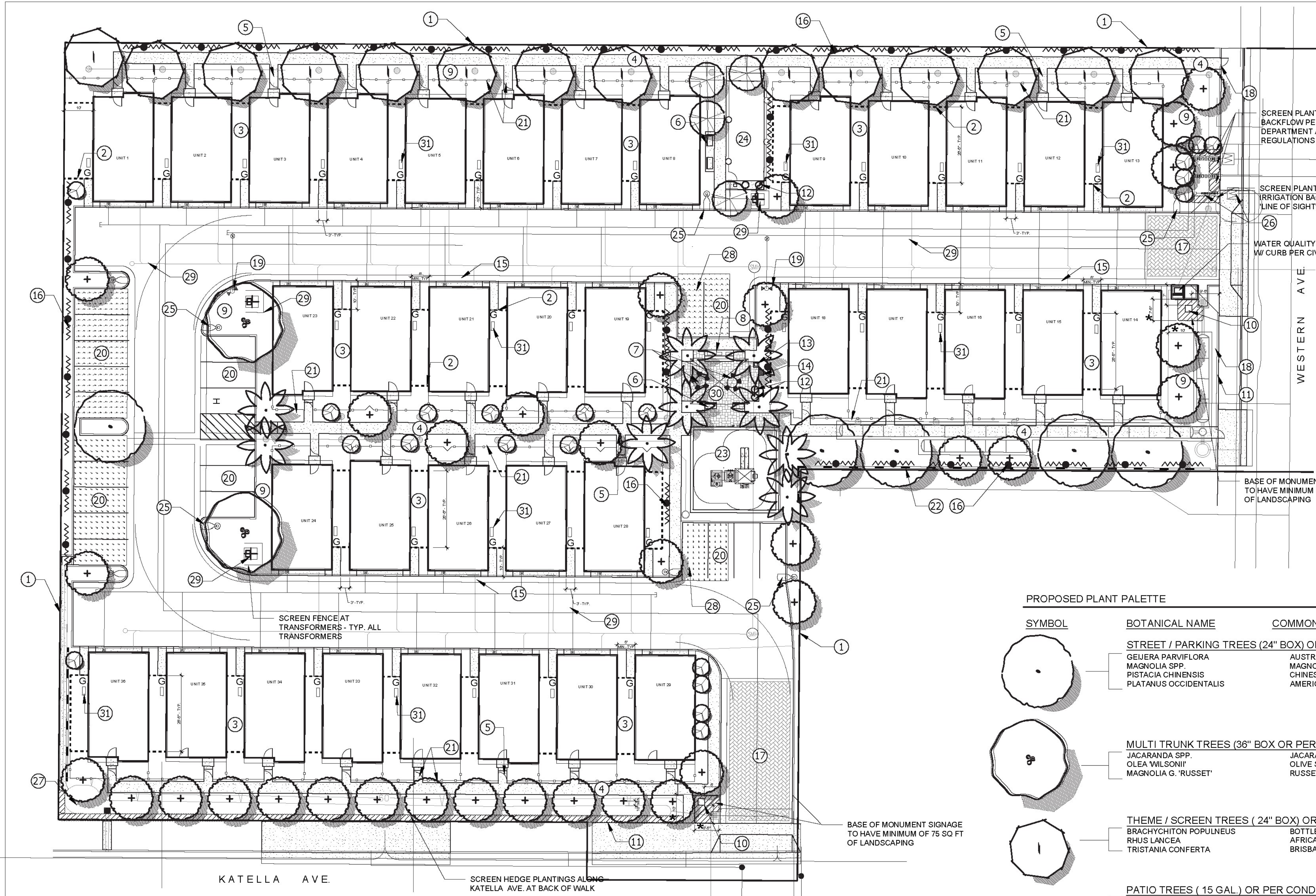
DEVELOPER:



KB HOME COASTAL
9915 MIRA MESA BLVD,
SUITE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSBACK
TEL. (858) 877-4262

TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT SECTIONS KATELLA AVENUE, STANTON, CA 90680	
CITY OF STANTON COUNTY OF ORANGE	C7 SHEET 9 OF 37

PRELIMINARY
NOT FOR CONSTRUCTION



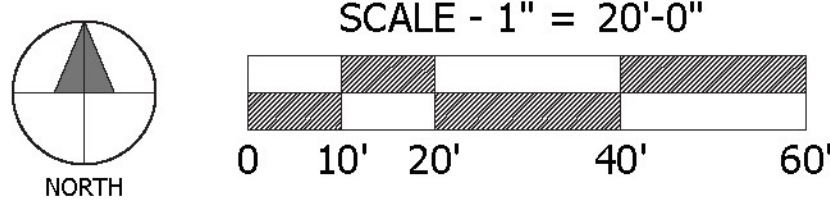
SITE FEATURES KEY

- 1 EXISTING BLOCK WALL TO REMAIN - TYP. SYM
- 2 6' HT TAN VINYL FENCE WITH GATE - TYP. SYM
- 3 PRIVATE HOMEOWNER SIDE YARD - TYP.
- 4 4' PRODUCTION CONCRETE WALKWAY - TYP.
- 5 3' ENTRY WALKWAY - TYP.
- 6 BENCHES ON CONCRETE PAD - TYP. SYM AVAIL. FROM VICTOR STANLEY
- 7 ADA/STANDARD PICNIC TABLE - TYP. SYM. AVAIL. FROM VICTOR STANLEY
- 8 CLUSTER MAILBOX UNITS {CBU-16 (2), CBU-8 (1)} - TYP. SYM
- 9 HOA COMMON AREA LANDSCAPING - TYP. (see civil open space exhibit)
- 10 ENTRY MONUMENT PLASTER - TYP. (18.64 s.f. per side - 2.33'w x 8' ht.)
- 11 RIGHT OF WAY LINE - TYP.
- 12 DECORATIVE TRASH RECEPTACLE - TYP.
- 13 SQUARE CONCRETE HOT ASH RECEPTACLE - TYP. SYM.
- 14 ADA INGROUND MOUNT PEDESTAL BBQ ITEM - TYP. SYM.
- 15 STREET GUTTER - TYP.
- 16 VINES TO SCREEN EXISTING MASONRY WALLS - TYP.
- 17 STAMPED, COLORED ASPHALT, HERRINGBONE PATTERN WITH SOLDIER COURSE PATTERN BANDING, COLOR TO BE TAN / BROWN - TYP.
- 18 42" WOODEN HORIZONTAL FENCE & GATES - TYP. - WESTERN AVE. ONLY
- 19 PROPOSED FIRE HYDRANT. (2)
- 20 PARKING STALLS PER CIVIL SITE PLAN (including (1) Ada stall; 14 w/ Porous Concrete.)
- 21 42" HT. VINYL PATIO PICKET FENCE & GATE
- 22 PROPOSED SCREEN WALL PER CIVIL SITE PLAN
- 23 TOT-LOT WITH SHADE ROOF & 9 FUNCTIONS, ADA STEP & POROUS RUBBER SURFACING
- 24 SYNTHETIC TURF DOG PARK AREA WITH 42" HT. FENCE & GATE
- 25 STREETLIGHT - TYP.
- 26 IRRIGATION METER WITH RP BACKFLOW DEVICE INCLUDING SHRUB SCREENING-TYP.
- 27 WATER QUALITY BASIN PER CIVIL PLANS (Tree trunks are to be min. 1' outside of basin bottom)
- 28 UNDERGROUND FILTRATION TANKS-TYP.
- 29 UTILITIES PER CIVIL PLANS-TYP. (SOME WITH WOOD FENCE SCREENING)
- 30 INTERLOCKING POROUS CONCRETE PAVERS OR D.G. PAVING - TYP.
- 31 A/C UNITS -14"x36" SLIM-LIGHT MODEL-TYP.

TOTAL LANDSCAPE AREA - 30% (SECTION 20.315.040A1)
TOTAL LANDSCAPE AREA REQUIRED: 27, 300 S.F.
TOTAL LANDSCAPE AREA PROVIDED: 22,170 S.F.
(NOT INCLUDING AREAS LESS THAN 3 FT. WIDE)
SEE SHEET 6 OF 37 FOR ADDITIONAL OPEN SPACE CALC'S

PROPOSED PLANT PALETTE

SYMBOL	BOTANICAL NAME	COMMON NAME
STREET / PARKING TREES (24" BOX) OR PER CONDITIONS		
	GEUERA PARVIFLORA	AUSTRALIAN WILLOW
	MAGNOLIA SPP.	MAGNOLIA
	PISTACIA CHINENSIS	CHINESE PISTACHE
	PLATANUS OCCIDENTALIS	AMERICAN SYCAMORE
MULTI TRUNK TREES (36" BOX OR PER CONDITIONS)		
	JACARANDA SPP.	JACARANDA SPP.
	OLEA WILSONII	OLIVE SPP.
	MAGNOLIA G. 'RUSSET'	RUSSET MAGNOLIA
THEME / SCREEN TREES (24" BOX) OR PER CONDITIONS		
	BRACHYCHITON POPULNEUS	BOTTLE TREE
	RHUS LANCEA	AFRICAN SUMAC
	TRISTANIA CONFERTA	BRISBANE BOX
PATIO TREES (15 GAL.) OR PER CONDITIONS		
	RHAPHIOLEPIS MAJESTIC BEAUTY STD.	INDIAN HAWTHORNE TREE
	PRUNUS C. 'BRIGHT N TIGHT'	CAROLINA CHERRY LAUREL
	PHOTINIA FRASERI STD.	FRASER PHOTINIA TREE
COMMON H.O.A. AREA SHRUBS / VINES / GROUNDCOVER		
(5% 15 gal, 40% 5 gal, 55% 1 gal. min, with 1 gal. groundcover) such as:		
	AGAPANTHUS AFRICANUS	LILY OF THE NILE
	ANISOZANTHOS SPP.	KANGAROO PAW VAR.
	ARBUTUS UNEDO 'COMPACTA'	DWARF STRAWBERRY TREE
	BUXUS SPP.	BOXWOOD SPP.
	CALLISTEMON 'LITTLE JOHN'	BOTTLEBRUSH VAR.
	DIANELLA SPP.	FORTNIGHT LILY
	DIETES SPP.	BREATH OF HEAVEN
	DIOSMA PULCHRUM	DAYLILY SPP.
	ESCALLONIA SPP.	ESCALLONIA - N.C.N
	EUONYMUS SPP.	EUONYMUS VAR.
	ELAEAGNUS P. VARIEGATA	ELAEAGNUS P. VARIEGATA - N.C.N
	GREVILIA OCCIDENTALIS.	LAVENDER STARFLOWER
	GREVILLEA SPP.	GREVILLEA - N.C.N
	HEMEROCALLIS SPP.	CAREX TUMULICOLA
	ILEX C. 'HELLER'	CAREX TUMULICOLA
	ILEX C. 'SKY PENCIL'	CAREX TUMULICOLA
	LEUCOPHYLLUM SPP.	CAREX TUMULICOLA
	LIGUSTRUM J. 'TEXANUM'	CAREX TUMULICOLA
	PITTOSPORUM SPP.	CAREX TUMULICOLA
	RHAPHIOLEPIS SPP.	CAREX TUMULICOLA
	PHORMIUM SPP.	CAREX TUMULICOLA
	TRACHELOSPERMUM JASMINOIDES	CAREX TUMULICOLA
	ROSMARINUS SPP.	CAREX TUMULICOLA
	CAREX TUMULICOLA	CAREX TUMULICOLA
ACCENT TREES (24" BOX) OR PER CONDITIONS		
	ARBUTUS 'MARINA'	ARBUTUS HYBRID
	PYRUS C. 'CHANTICLEER'	ORNAMENTAL PEAR
	PRUNUS C. 'KRAUTER VESUVIUS'	FLOWERING PLUM
PALM TREES (10' BTH) OR PER CONDITIONS		
	SYAGRUS ROMANZOFFIANUM	QUEEN PALM
	PHOENIX DACTYLIFERA	DATE PALM
	PHOENIX DACTYLIFERA	DATE PALM
VERTICAL ACCENT TREES (15 GAL - 24" BOX) OR PER CONDITIONS		
	JUNIPERUS SPP.	JUNIPER SPP.
	CUPRESSUS SPP.	CYPRESS SPP.
	PODOCARPUS SPP. (COLUMNAR)	LONG LEAFED YELLOWWOOD
VINE (5 GAL) OR PER CONDITIONS		
	MACFADYENA UNGUIS-CATI	CAT'S CLAW
	GELSEMIUM SEMPERVIRENS	CAROLINA JESSAMINE



REVISIONS			
NO.	DATE	DESCRIPTION	APP.

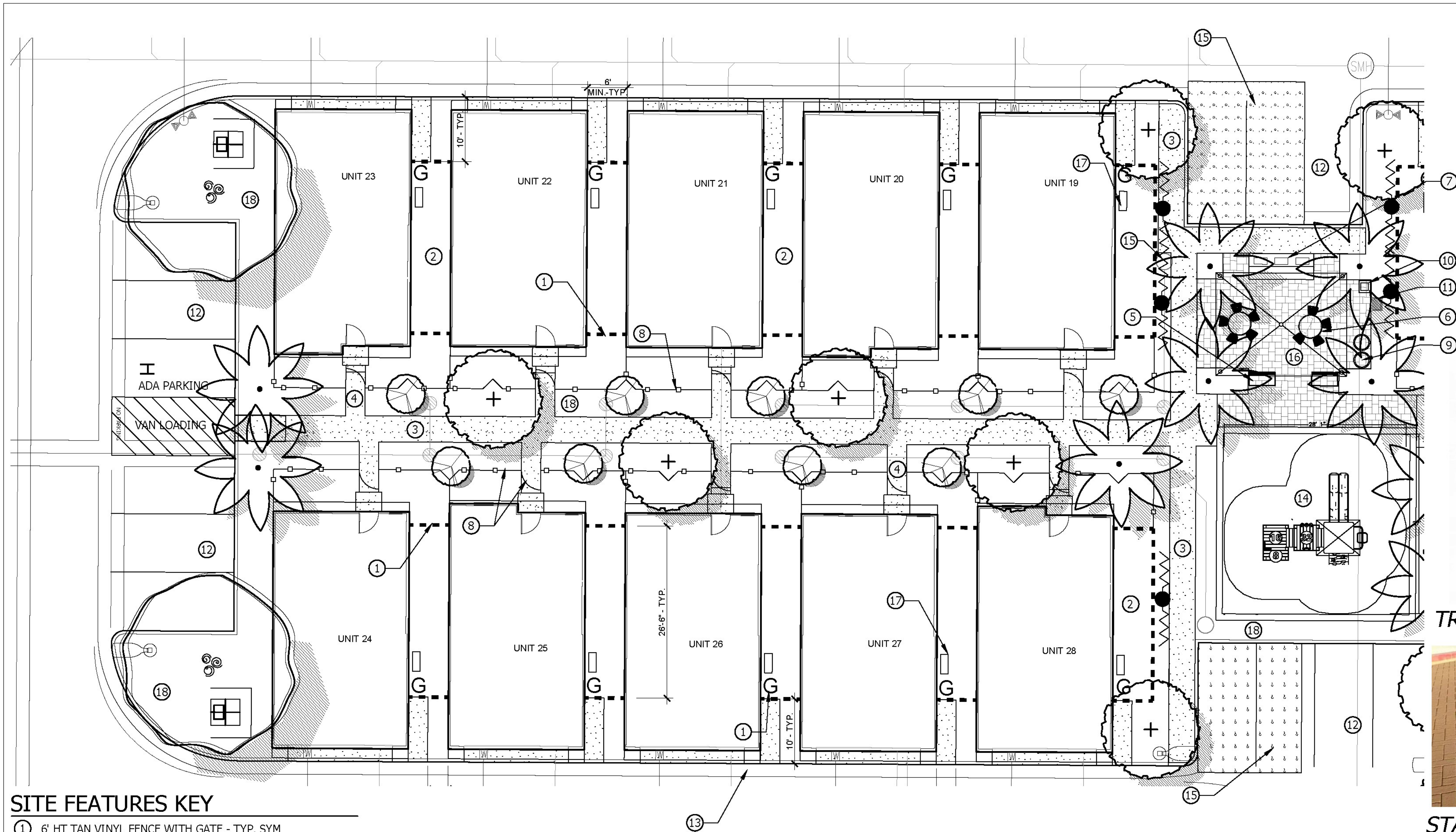
REFERENCES	

W.D.G.
WEILAND DESIGN GROUP, INC.
LANDSCAPE ARCHITECTURE + PLANNING + CONSTRUCTION MANAGEMENT
28924 OLD TOWN FRONT STREET, SUITE 303
THERESA, CA 92550
PREPARED UNDER THE DIRECTION OF:
KIM T. LONIGRO, LLA #5508
07/15/2021
DATE

SEAL:
KIM T. LONIGRO, LLA #5508
LANDSCAPE ARCHITECT
STATE OF CALIFORNIA

DEVELOPER:
kb HOME
KB HOME COASTAL
9915 MIRA MESA BLVD, STE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSBACK
TEL. (858) 877-4262

TENTATIVE TRACT MAP 19145
LANDSCAPE PLANS
OVERALL CONCEPT PLAN
KATELLA AVENUE, STANTON, CA 90680
CITY OF STANTON
PUBLIC WORKS
SHEET 10 OF 37
L-1

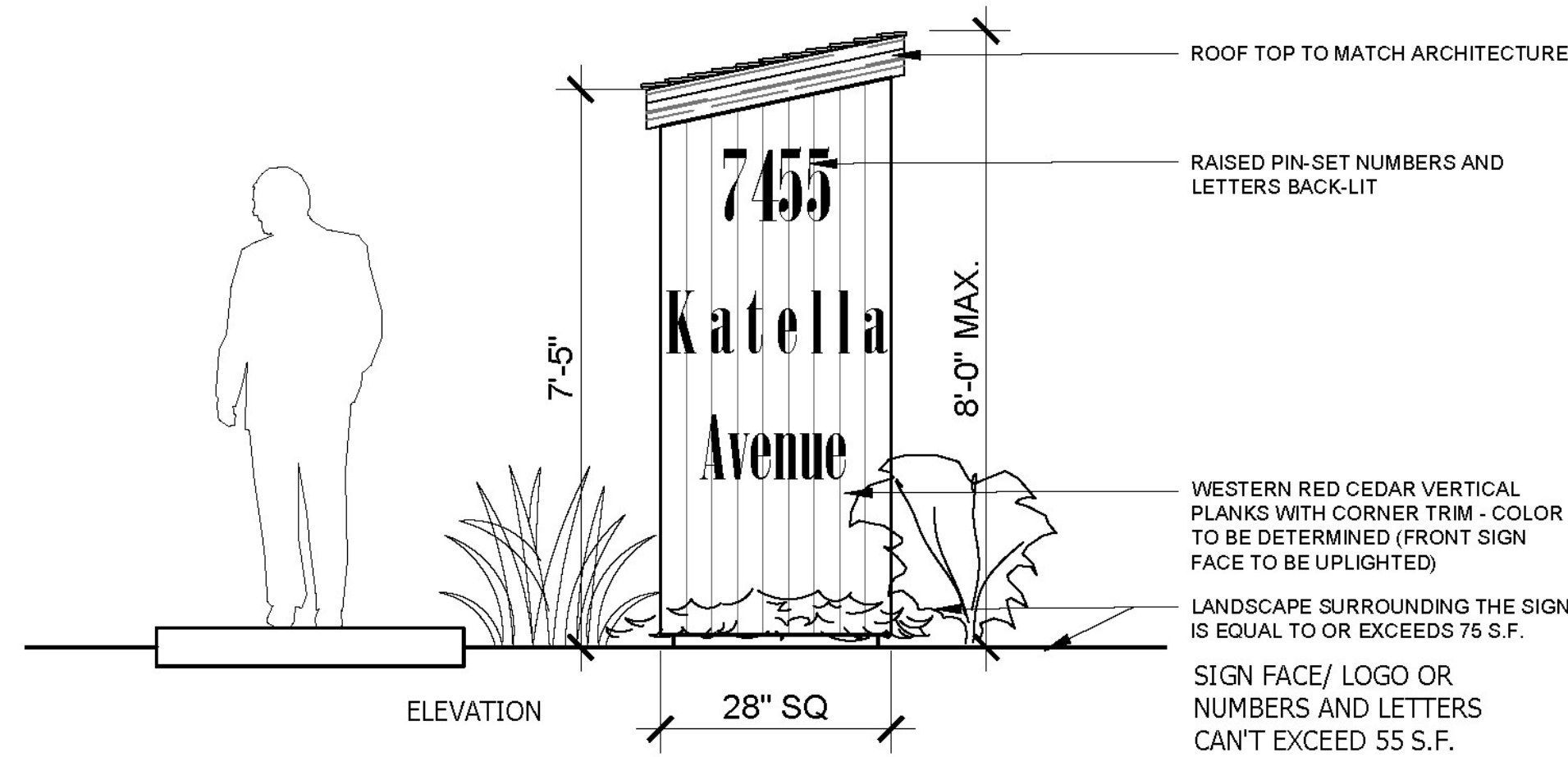


SITE FEATURES KEY

- 6' HT TAN VINYL FENCE WITH GATE - TYP. SYM
- PRIVATE HOMEOWNER SIDE YARD - TYP.
- 4' PRODUCTION CONCRETE WALKWAY - TYP.
- 3' ENTRY WALKWAY - TYP.
- DECORATIVE 4' BENCH - TYP. SYM.
- ADA PICNIC TABLE - TYP. SYM.
- CLUSTER MAILBOX UNITS {CBU-16(2), CBU-8(1)} - TYP. SYM
- 42" HT. VINYL PICKET FENCE AND GATE
- DECORATIVE TRASH RECEPTACLE - TYP. SYM.
- SQUARE CONCRETE HOT ASH RECEPTACLE - TYP. SYM.
- ADA INGROUND MOUNT PEDESTAL BBQ ITEM - TYP. SYM.
- PARKING STALL - TYP.
- STREET GUTTER - TYP.
- TOT-LOT PLAY AREA WITH pdplay.com STRUCTURE & SHADE ROOF.
- UNDERGROUND STORM DRAIN UTILITIES PER SEPARATE UTILITY PLANS - TYP.
- ENHANCED CONCRETE PAVERS WITH pdplay.com SAIL SHADE STRUCTURE
- A/C UNITS - 14"x36" SLIM-LIGHT MODEL - TYP.
- COMMON AREA LANDSCAPING - TYP.



DOG / PET STATION



KATELLA AVE. ENTRANCE MONUMENT (2 TOTAL)

SCALE: 1/2" = 1'-0"



BENCH



TABLE



TRASH RECEPTACLE



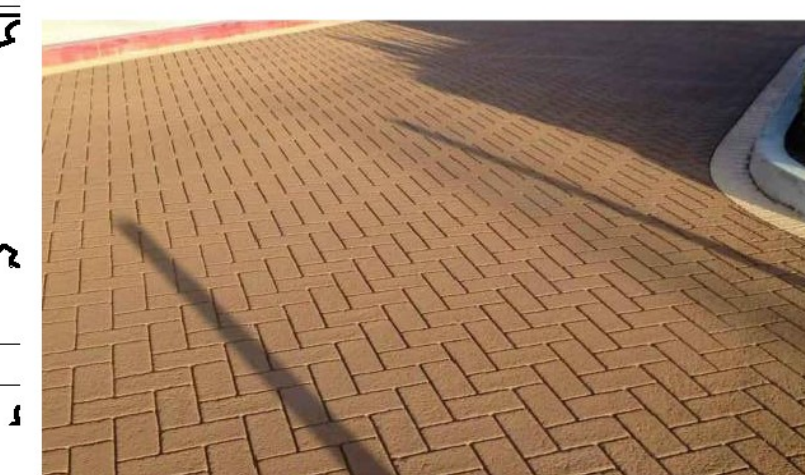
MAIL BOX



HOT COALS



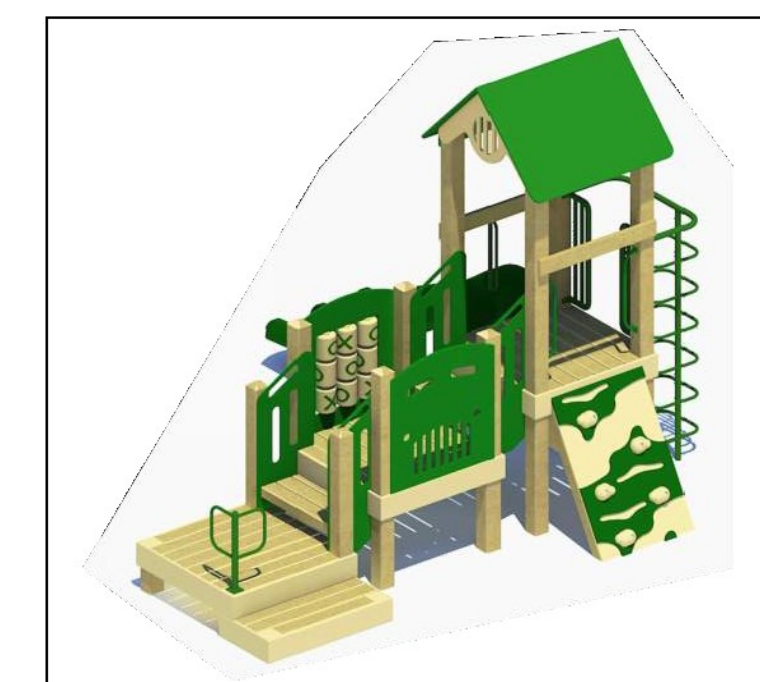
BARBECUE



STAMPED ASPHALT PAVING
(sherridandesignasphalt.com)



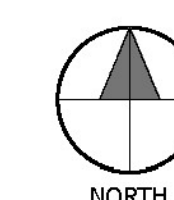
42" WOOD SLAT FENCE & UTILITY, TRANSFORMER SCREEN



PLAY STRUCTURE - 9
FUNCTION W/ ROOF
(pdplay.com)



6" VINYL FENCE AND GATE



SCALE - 1" = 10'-0"
0 5' 10' 20' 30'

REVISIONS			
NO.	DATE	DESCRIPTION	APP.

REFERENCES	

WDL
WELAND DESIGN GROUP, INC.
LANDSCAPE ARCHITECTURE • PLANNING • CONSTRUCTION MANAGEMENT
28024 OLD TOWN FRONT STREET, SUITE 202
TENCULA, CA 95290
PREPARED UNDER THE DIRECTION OF:
Kim T. Longiro, LLA #5508
DATE: 07/15/2021

SEAL:
KIM T. LONGIRO
ARCHITECT
07/15/21
DATE

DEVELOPER:
kb HOME
KB HOME COASTAL
9915 MIRA MESA BLVD, STE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSBACK
TEL. (858) 877-4262

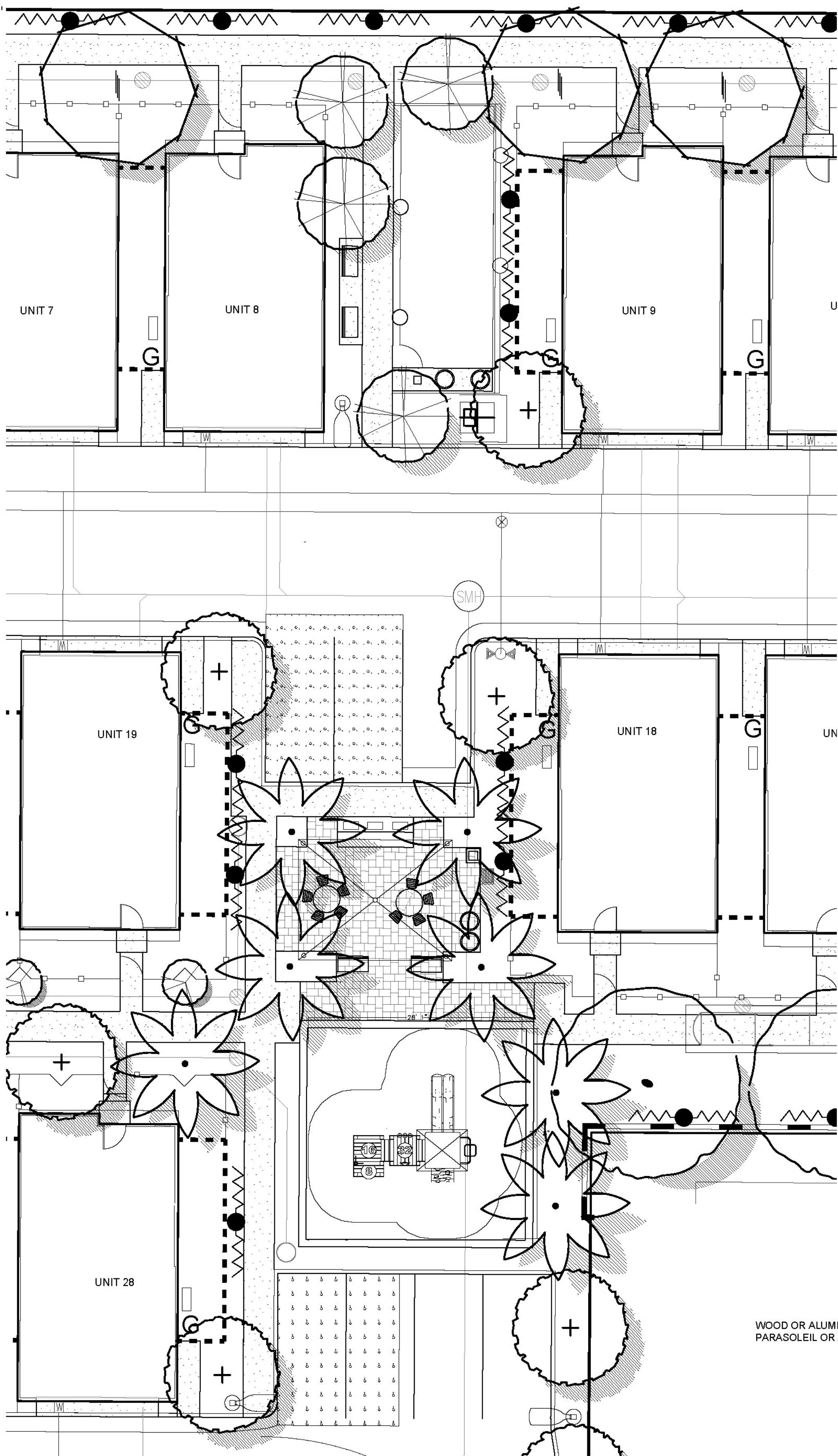
TENTATIVE TRACT MAP 19145
LANDSCAPE PLANS
TYPICAL UNIT ENLARGEMENTS
KATELLA AVENUE, STANTON, CA 90680
CITY OF STANTON
PUBLIC WORKS
SHEET 11 OF 37
L-2

02/11/21, 04/07/21, 05/11/21, 07/15/21

PRELIMINARY: NOT FOR CONSTRUCTION

PROJECT OPEN SPACE AREA

SCALE: 1/2" = 1'-0"



PROPOSED PLANT SPECIES



MACFADYENA UNGUIS-CATI
CATS CLAW VINE



GEUERA PARVIFLORA
AUSTRALIAN WILLOW



MAGNOLIA GRANDIFLORA
MAGNOLIA



PISTACIA CHINENSIS
CHINESE PISTACHE



PLATANUS OCCIDENTALIS
AMERICAN SYCAMORE



JACARANDA MIMOSIFOLIA
JACARANDA



OLEA WILSONII
FRUITLESS OLIVE



BRACHYCHITON POPULNEUS
BOTTLE TREE



CAREX TUMULICOLA
FOOTHILL SEDGE



RHUS LANCEA
AFRICAN SUMAC



TRISTANIA CONFERTA
BRISBANE BOX



RHAMPHILEPIS L. STD.
INDIAN HAWTHORNE



PRUNUS 'BRIGHT N TIGHT'
CAROLINA CHERRY



ARBUTUS 'MARINA'
STRAWBERRY TREE



PYRUS C. CHANTICLEER
ORNAMENTAL PEAR



PRUNUS C. KRAUTER VESUVIUS
PURPLE PLUM



ROSMARINUS OFFICINALIS
ROSEMARY



PHOENIX DACTYLIFERA
DATE PALM



CUPRESSUS S. 'TINY TOWER'
ITALIAN CYPRESS



PODOCARPUS 'MAKI'
CHINESE PODOCARPUS



AGAPANTHUS AFRICANUS
LILY OF THE NILE



ANIGOZANTHOS FLAVIDUS
KANGAROO PAW



ARBUTUS U. 'COMPACTA'
DWARF STRAWBERRY TREE



BUXUS SEMPERVIRENS
COMMON BOXWOOD



TRACHELOSPERMUM J.
STAR JASMINE



CALLISTEMON 'LITTLE JOHN'
DWARF BOTTLEBRUSH



DIANELLA REVOLUTA
FLAX LILY



DIETES BICOLOR
FORTNIGHT LILY



DIOSMA PULCHRUM
BREATH-OF-HEAVEN



ESCALLONIA FRADESII
PINK ESCALLONIA



EUONYMUS J. 'GREEN SPIRE'
GREEN SPIRE EUONYMUS



GREWIA OCCIDENTALIS
LAVENDER STARFLOWER



GREVILLEA NOELLII
NOEL'S GREVILLEA



HEMEROCALLIS SPP.
DAY LILY



ILEX C. 'HELLER'
JAPANESE HOLLY



LEUCOPHYLLUM FRUTESCENS
TEXAS RANGER



LIGUSTRUM J. 'TEXANUM'
WAXY PRIVET

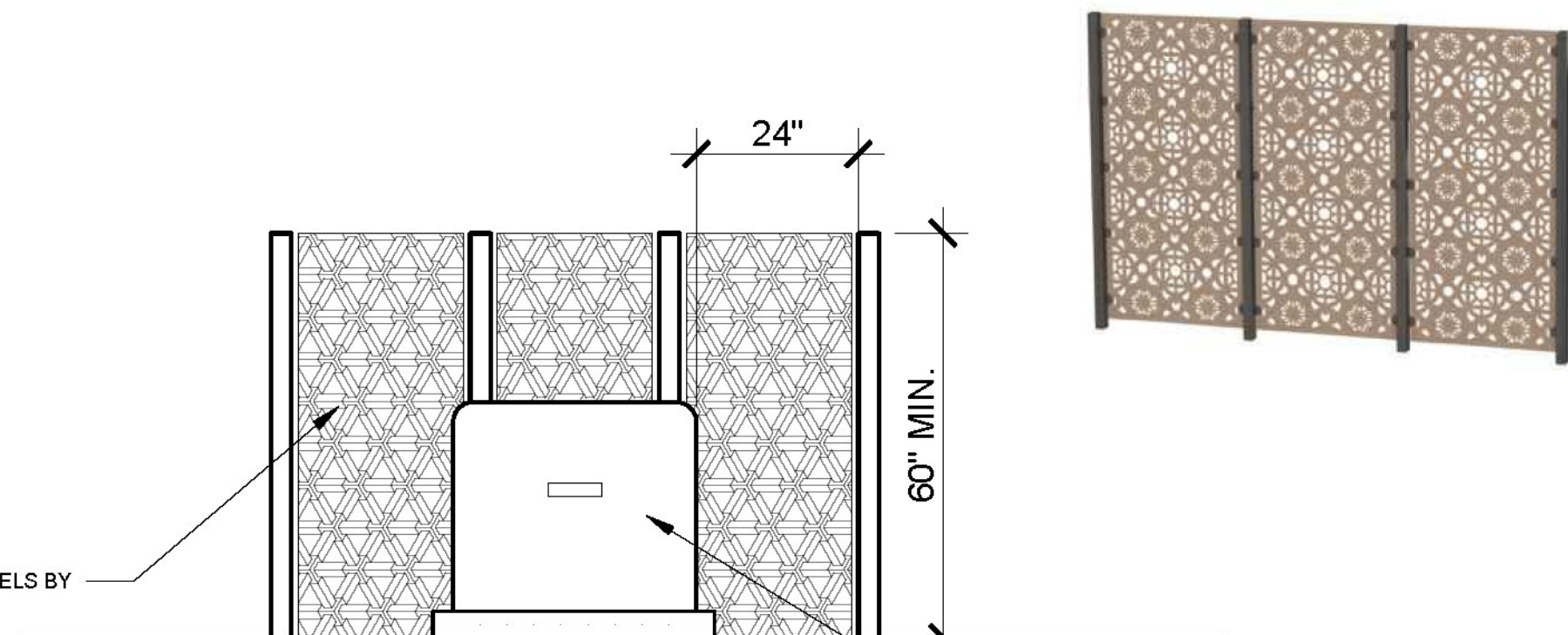


PITTOSPORUM VARIEGATED
VARIEGATED MOCK ORANGE



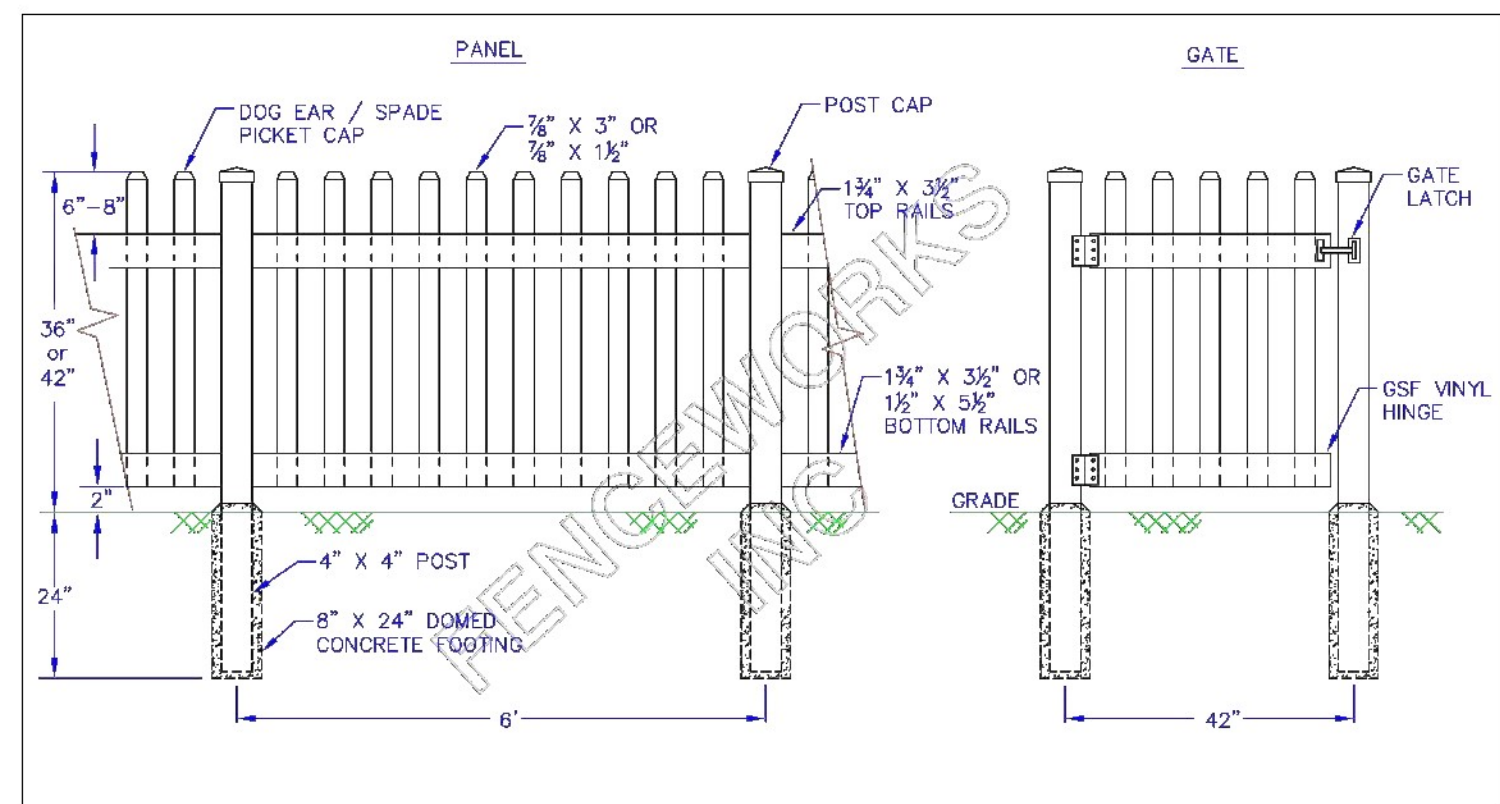
PHORMIUM SPP.
NEW ZEALAND FLAX LILY

WOOD OR ALUMINUM SCREEN PANELS BY
PARASOLEIL OR APPROVED EQUAL



PROPOSED TRANSFORMER SCREEN

TRANSFORMER PER
UTILITY PLAN



PROPOSED COURTYARD FENCE

REVISIONS			
NO.	DATE	DESCRIPTION	APP.

REFERENCES	

WLG
WELLAND DESIGN GROUP, INC.
LANDSCAPE ARCHITECTURE • PLANNING • CONSTRUCTION MANAGEMENT
28024 OLD TOWN FRONT STREET, SUITE 202
TEMECULA, CA 92590
(949) 934-1200
wlg.com

PREPARED UNDER THE DIRECTION OF:
KIM T. LONGRO, LLA #5508
DATE: 07/15/2021

SEAL:
KIM T. LONGRO
REGISTERED LANDSCAPE ARCHITECT
STATE OF CALIFORNIA
07/15/21

DEVELOPER:
kb HOME
KB HOME COASTAL
9915 MIRA MESA BLVD, STE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSBACK
TEL. (858) 877-4262

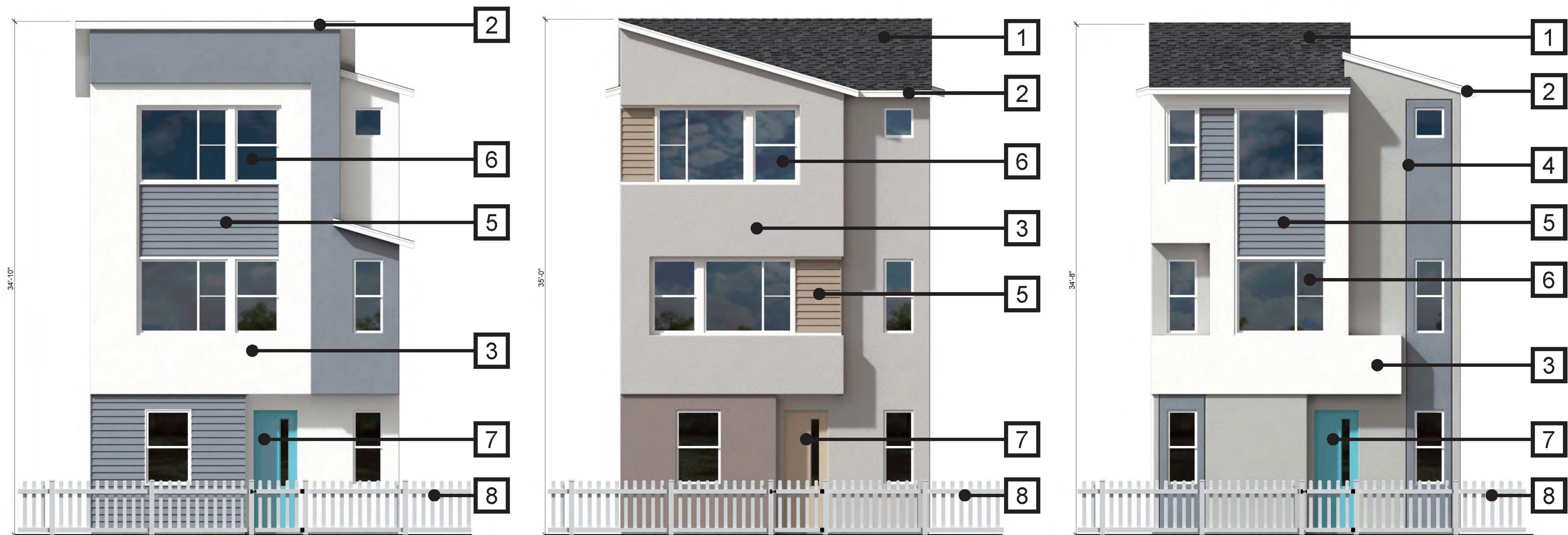
TENTATIVE TRACT MAP 19145
LANDSCAPE PLANS
DETAILS AND PLANT MATERIAL
KATELLA AVENUE, STANTON, CA 90680
CITY OF STANTON
PUBLIC WORKS
SHEET 12 OF 37

02/11/21, 04/07/21, 05/11/21, 07/15/21

PRELIMINARY: NOT FOR CONSTRUCTION

ELEVATION LEGEND

- 1. Composition Shingle Roof
- 2. Wood Fascia Board
- 3. Stucco (16/20 Sand Finish)
- 4. Stucco Channel
- 5. Fiber Cement Horizontal Siding
- 6. Vinyl Window System
- 7. Composite Entry Door
- 8. Courtyard Fence & Gate






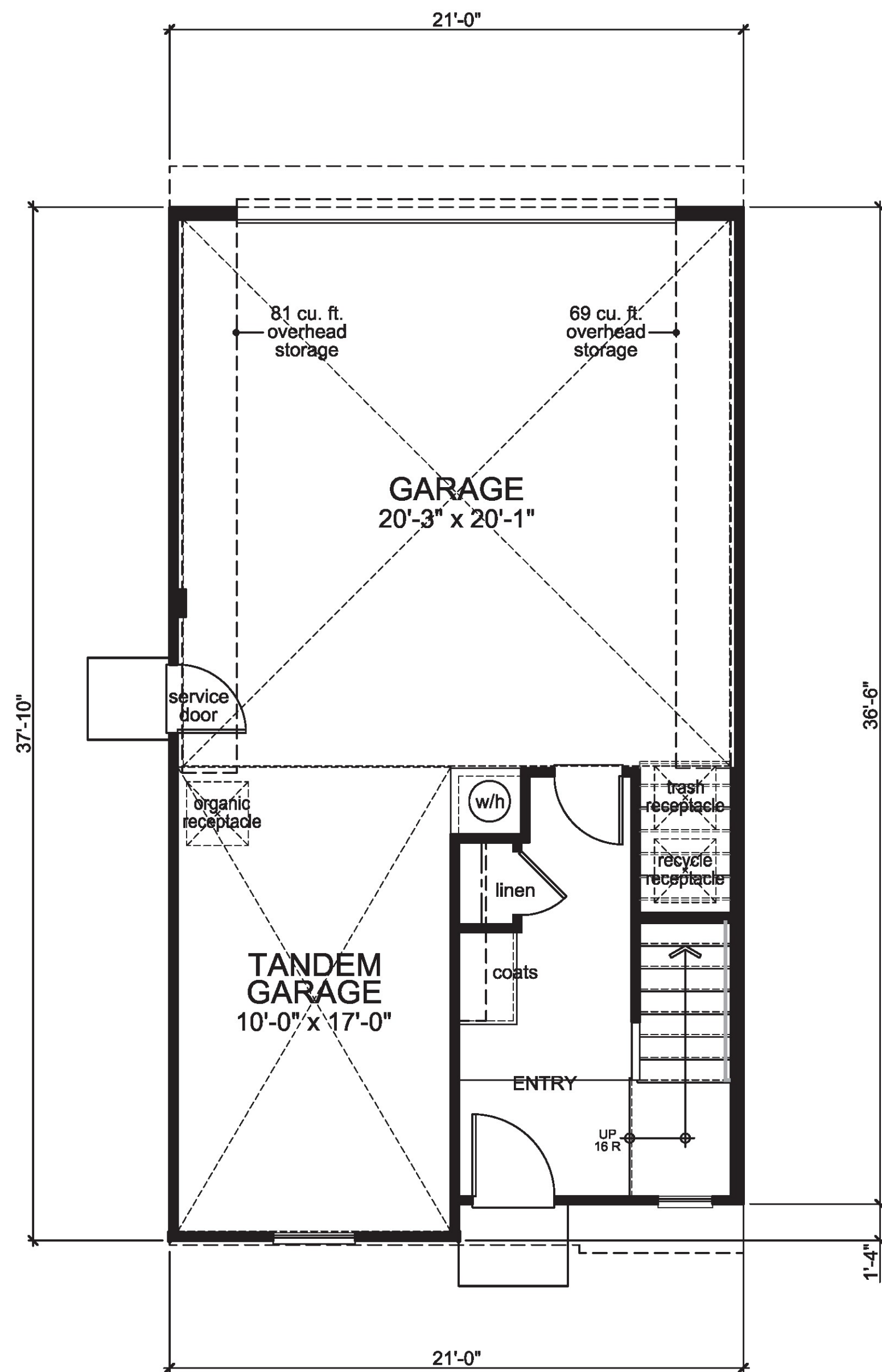
Elevation 'A'

Elevation 'B'

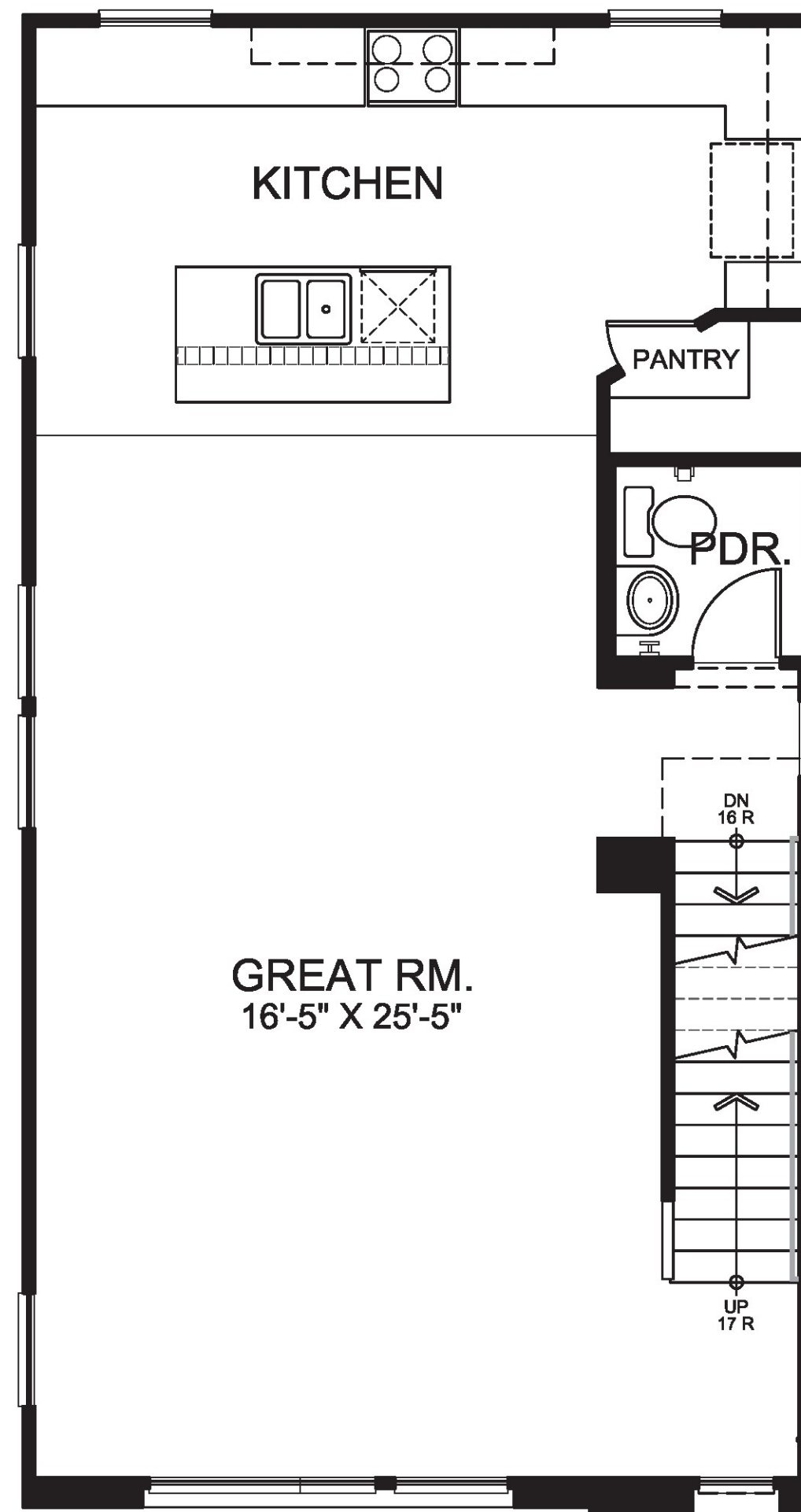
Elevation 'C'

Note:
Colors indicated are for illustrative purposes only
and the paint colors and materials will be per the
submitted color schemes and material boards.

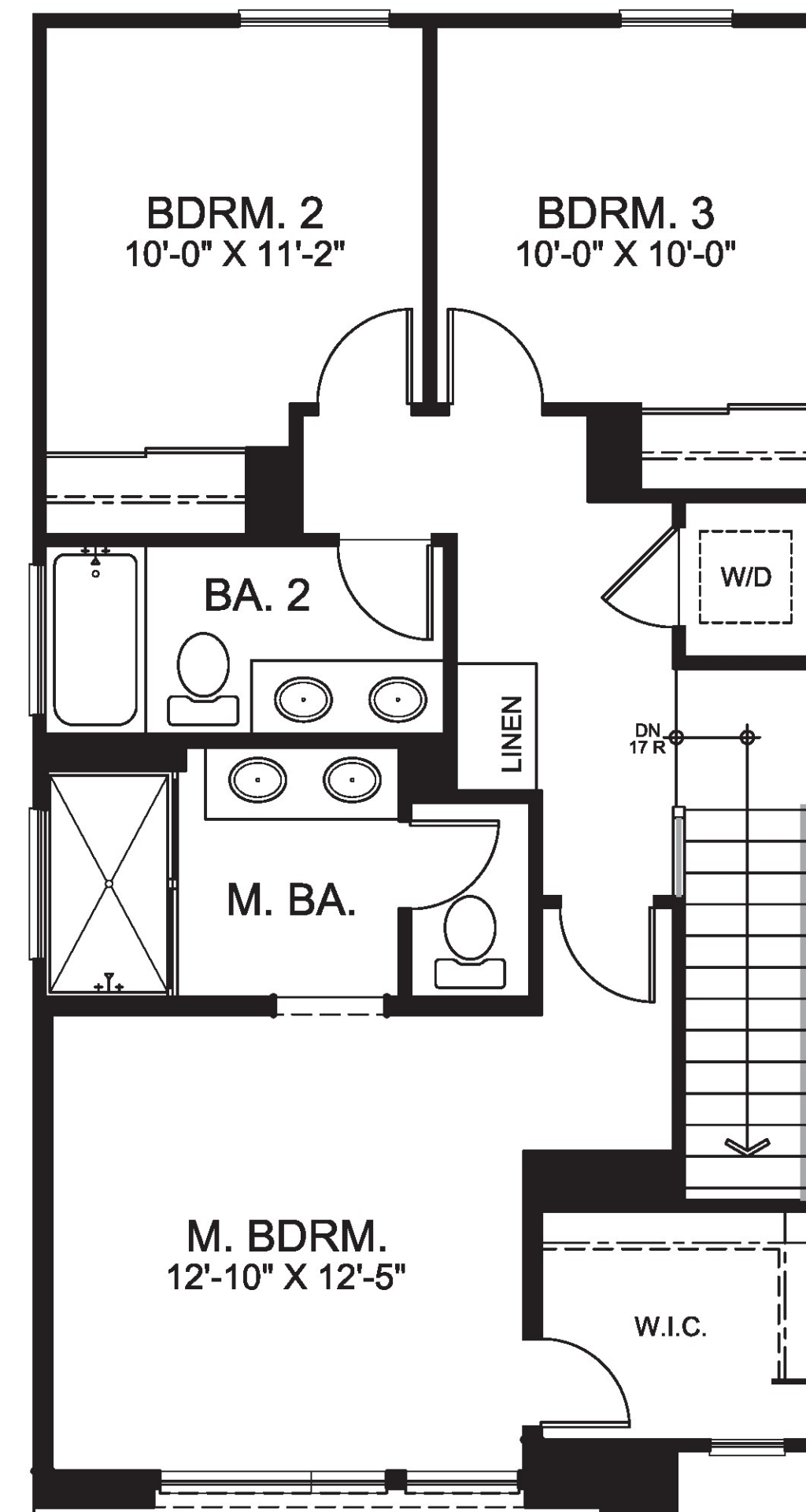
REVISIONS				REFERENCES		<div>SEAL: </div>	<div>DEVELOPER:  KB HOME COASTAL 9915 MIRA MESA BLVD, SUITE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL. (858) 877-4262</div>	TENTATIVE TRACT MAP 19145	
NO.	DATE	DESCRIPTION	APP.	PRECISE PLAN OF DEVELOPMENT					
1	2/11/21	1ST SUBMITTAL		PLAN 1 - FRONT ELEVATIONS					
2	4/9/21	2ND SUBMITTAL		KATELLA AVENUE, STANTON, CA 90680					
3	5/13/21	3RD SUBMITTAL		CITY OF STANTON COUNTY OF ORANGE					
								A1	
						PREPARED UNDER THE DIRECTION OF:  ERIC R. KOUGH, AIA/C-26497		DATE	SHEET 13 OF 37



First Floor Plan 'A'



Second Floor Plan 'A'



Third Floor Plan 'A'

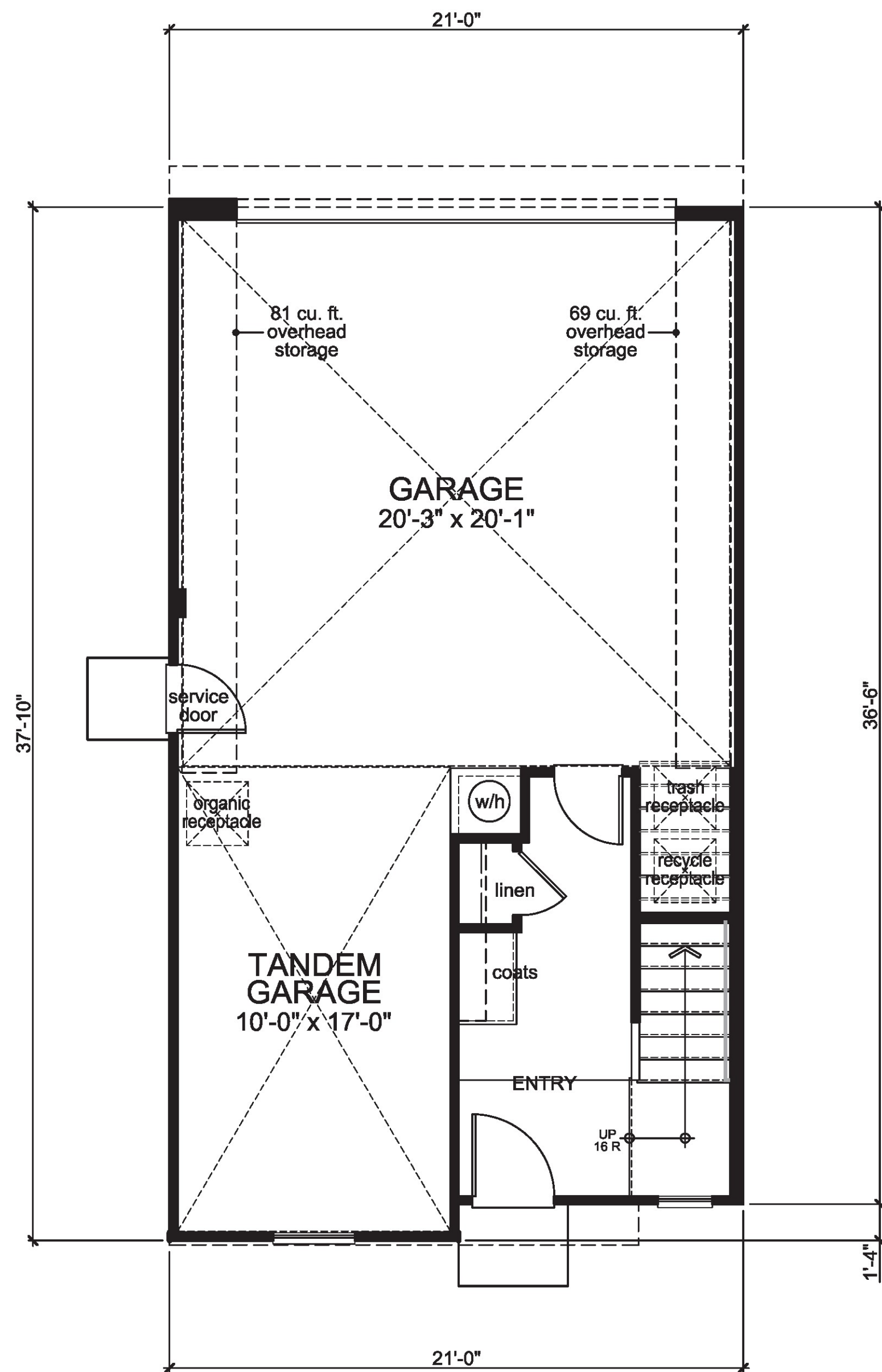
SQUARE FOOTAGE		
PLAN 1 - 3211754		
FIRST FLOOR AREA	165	SQ. FT.
SECOND FLOOR AREA	819	SQ. FT.
THIRD FLOOR AREA	771	SQ. FT.
TOTAL AREA	1754	SQ. FT.

*NOTE: Precise location of fences, trash bins and service doors to be determined on Civil & Architectural drawings.

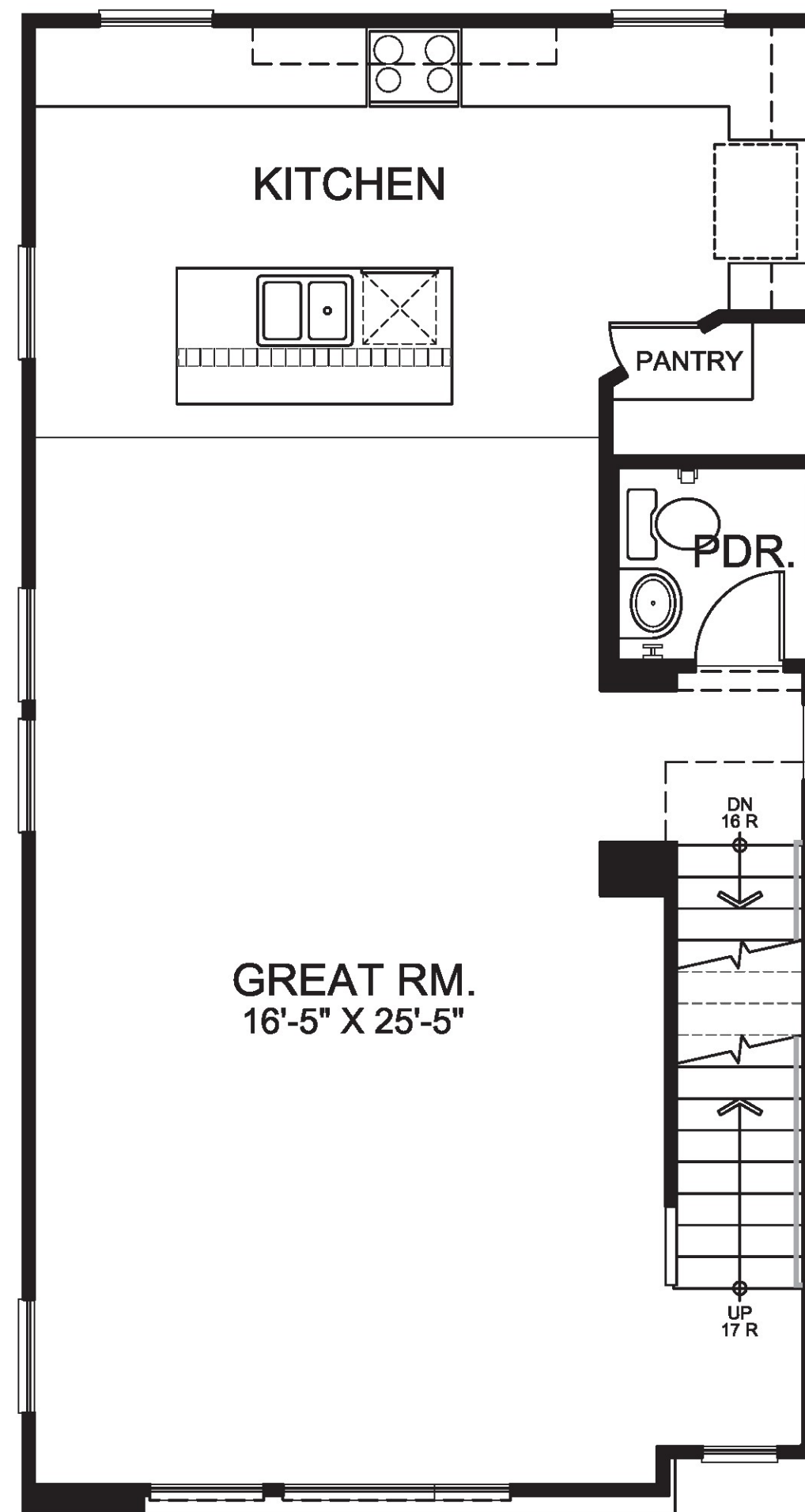
REVISIONS				REFERENCES		SEAL:	DEVELOPER:	TENTATIVE TRACT MAP 19145	
NO.	DATE	DESCRIPTION	APP.					PRECISE PLAN OF DEVELOPMENT	
1	2/11/21	1ST SUBMITTAL						PLAN 1 - FLOOR PLANS 'A'	
2	4/9/21	2ND SUBMITTAL						KATELLA AVENUE, STANTON, CA 90680	
3	5/13/21	3RD SUBMITTAL						CITY OF STANTON COUNTY OF ORANGE	
								A2 SHEET 14 OF 37	
						PREPARED UNDER THE DIRECTION OF:			
						ERIC R. KOUGH, AIA, C-26497	DATE		

kb
HOME

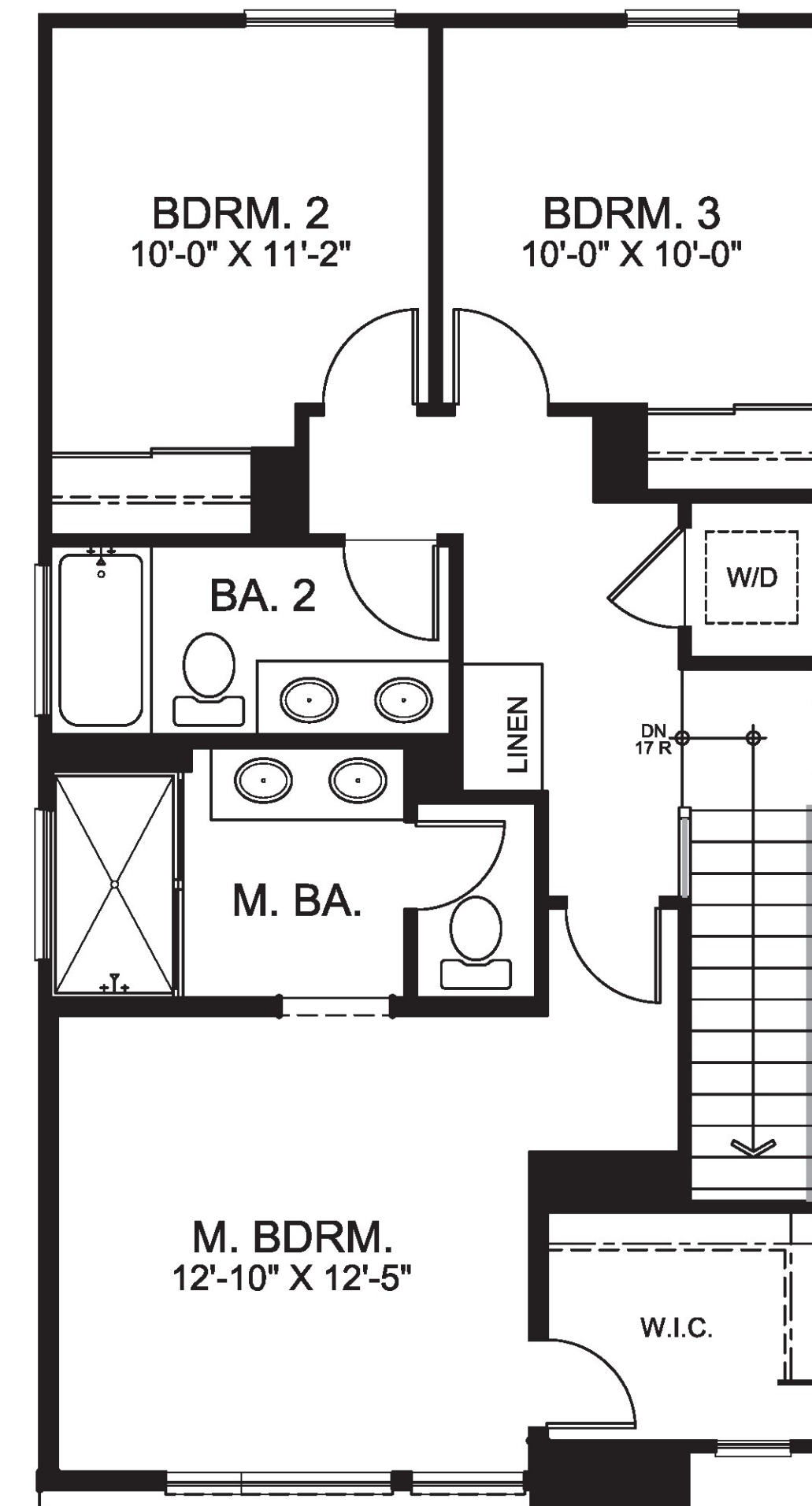
KB HOME COASTAL
9915 MIRA MESA BLVD,
SUITE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSBACK
TEL. (858) 877-4282



First Floor Plan 'B'






Second Floor Plan 'B'

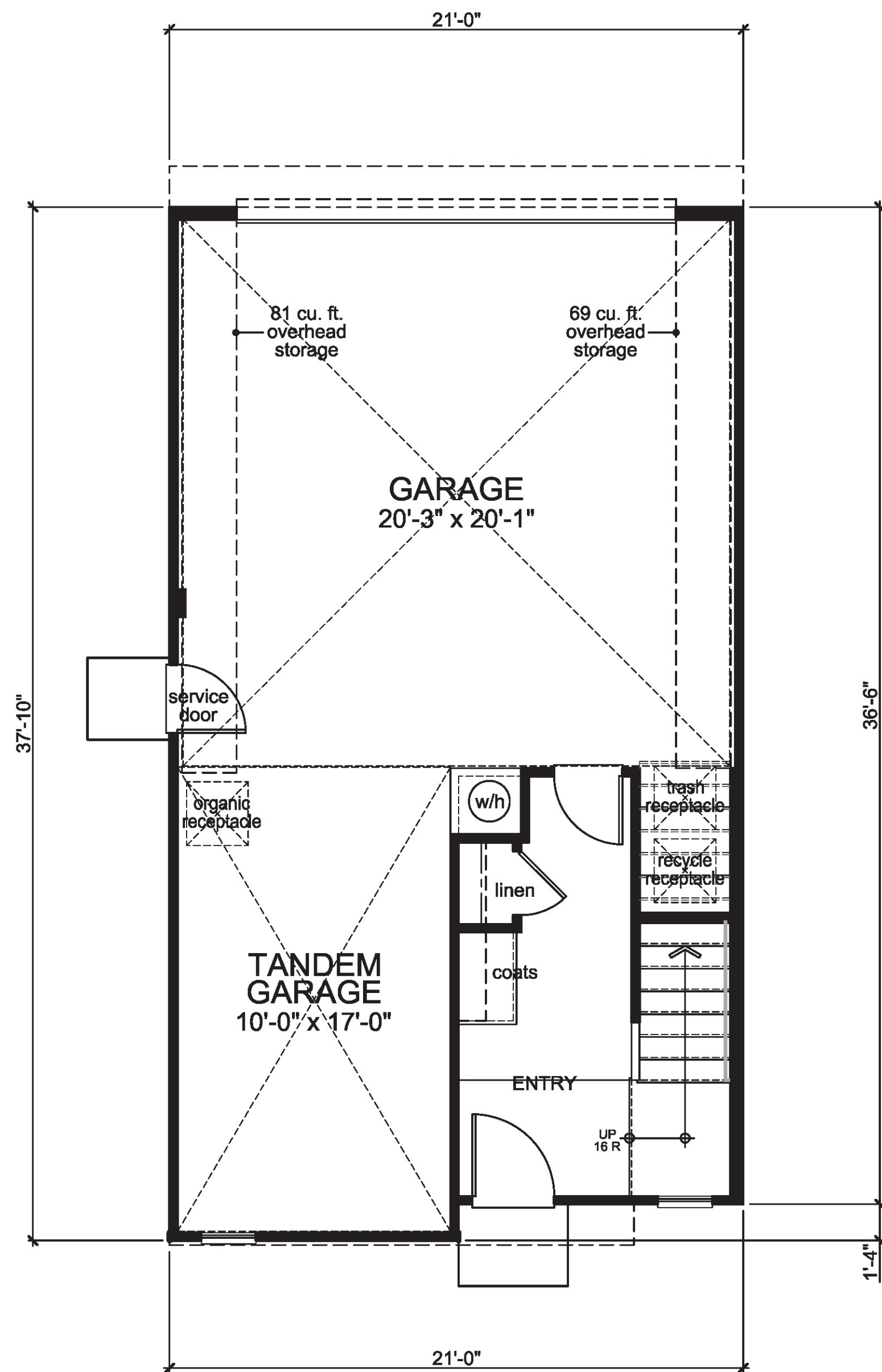


Third Floor Plan 'B'

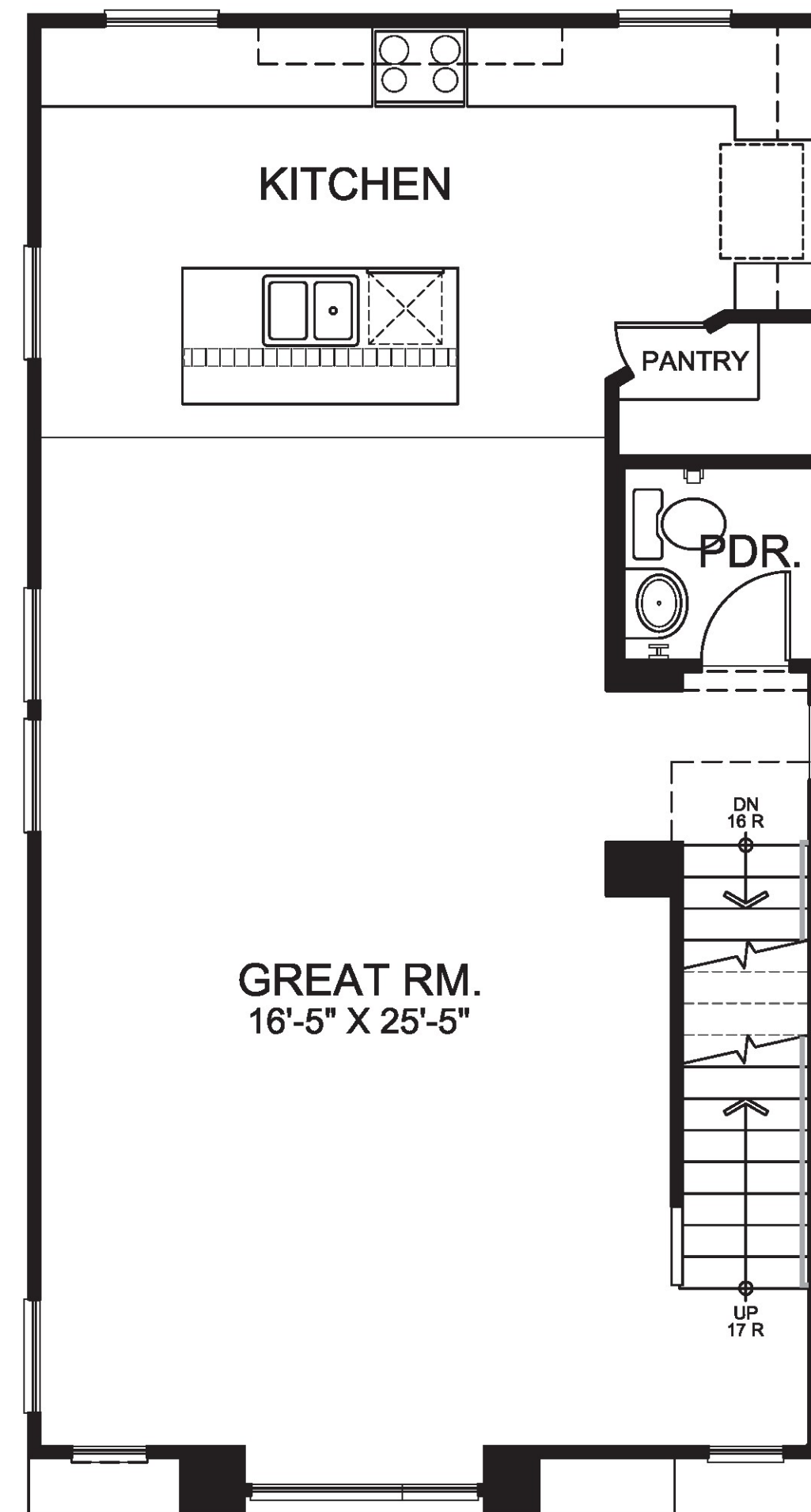
SQUARE FOOTAGE		
PLAN 1 - 3211754		
FIRST FLOOR AREA	165	SQ. FT.
SECOND FLOOR AREA	819	SQ. FT.
THIRD FLOOR AREA	771	SQ. FT.
TOTAL AREA	1754	SQ. FT.

*NOTE: Precise location of fences, trash bins and service doors to be determined on Civil & Architectural drawings.

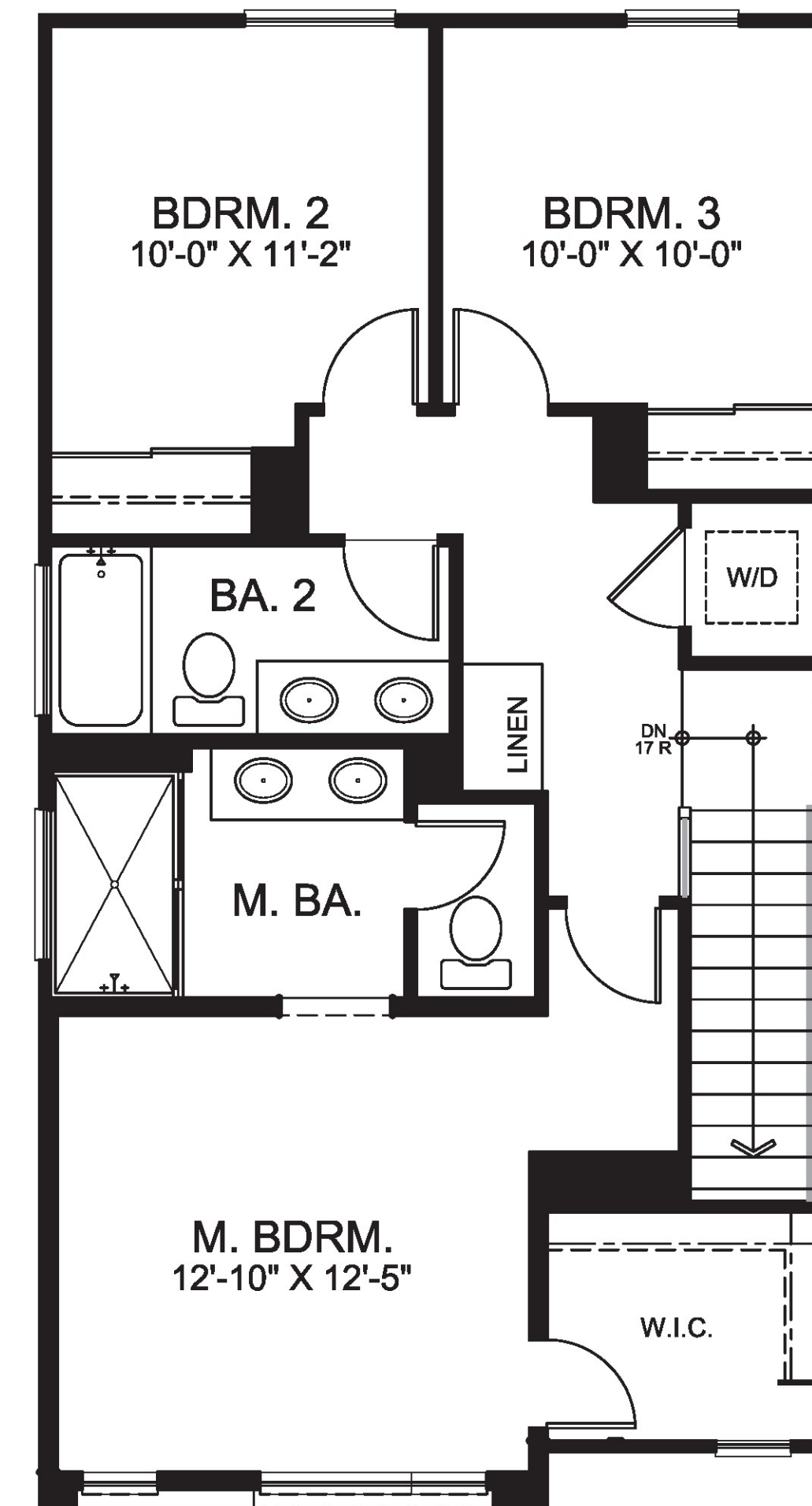
REVISIONS				REFERENCES		SEAL:	DEVELOPER:	TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT PLAN 1 - FLOOR PLANS 'B'	
NO.	DATE	DESCRIPTION	APP.				 <div>KB HOME COASTAL 9915 MIRA MESA BLVD, SUITE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL. (858) 877-4262</div>	KATELLA AVENUE, STANTON, CA 90680	
1	2/11/21	1ST SUBMITTAL						CITY OF STANTON	
2	4/9/21	2ND SUBMITTAL						COUNTY OF ORANGE	
3	5/13/21	3RD SUBMITTAL						SHEET 15 OF 37	
PREPARED UNDER THE DIRECTION OF:									
 ERIC R. KOUGH, AIA, C-26497						DATE			



First Floor Plan 'C'






Second Floor Plan 'C'



Third Floor Plan 'C'

SQUARE FOOTAGE		
PLAN 1 - 3211754		
FIRST FLOOR AREA	165	SQ. FT.
SECOND FLOOR AREA	819	SQ. FT.
THIRD FLOOR AREA	771	SQ. FT.
TOTAL AREA	1754	SQ. FT.

*NOTE: Precise location of fences, trash bins and service doors to be determined on Civil & Architectural drawings.

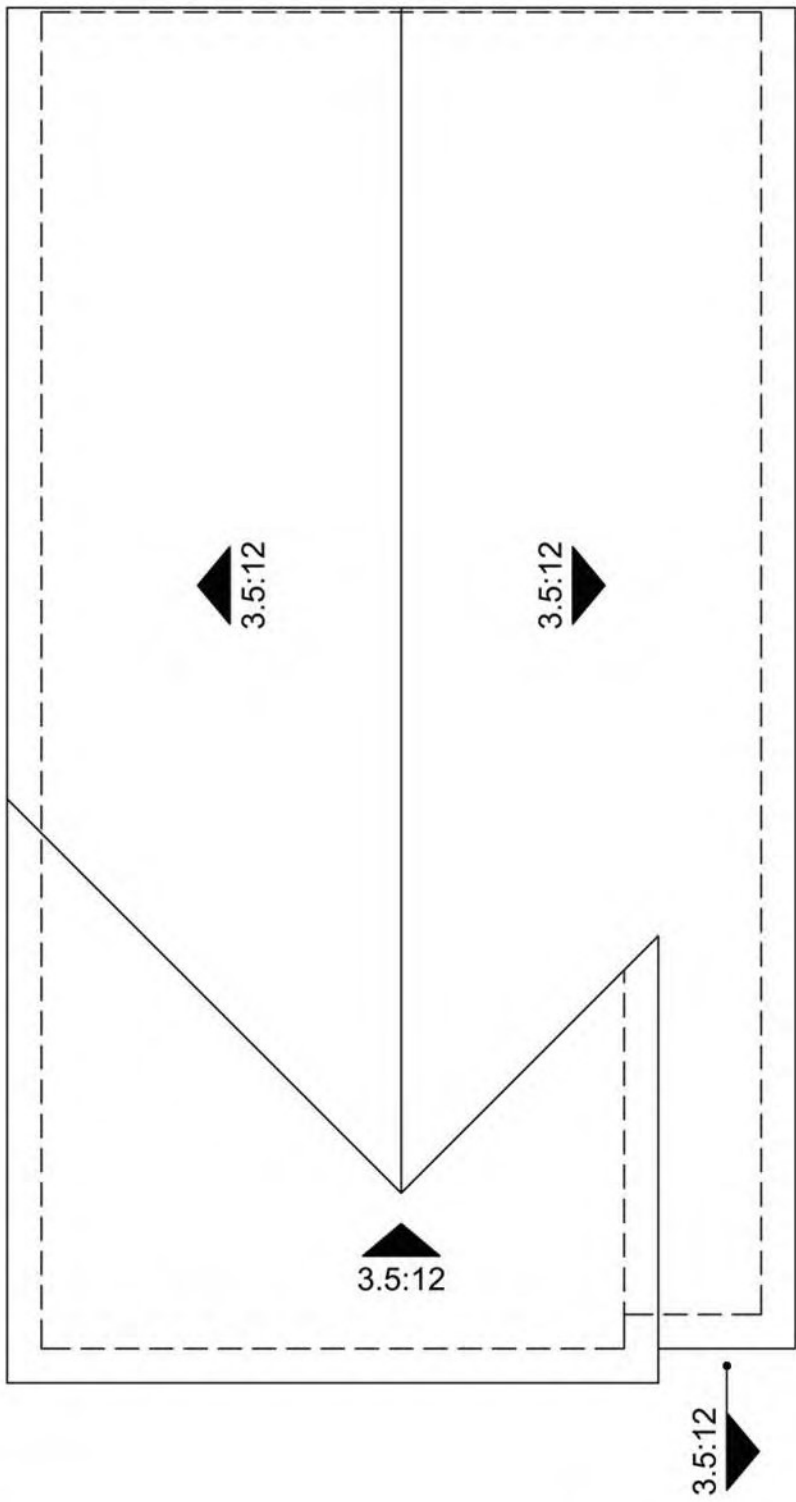
REVISIONS				REFERENCES		SEAL:	DEVELOPER:	TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT PLAN 1 - FLOOR PLANS 'C'	
NO.	DATE	DESCRIPTION	APP.				 <div>KB HOME COASTAL 9915 MIRA MESA BLVD, SUITE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL. (858) 877-4262</div>	KATELLA AVENUE, STANTON, CA 90680	
1	2/11/21	1ST SUBMITTAL						CITY OF STANTON COUNTY OF ORANGE	SHEET 16 OF 37
2	4/9/21	2ND SUBMITTAL							
3	5/13/21	3RD SUBMITTAL							
						PREPARED UNDER THE DIRECTION OF:  ERIC R. KOUGH, AIA, C-26497		DATE	



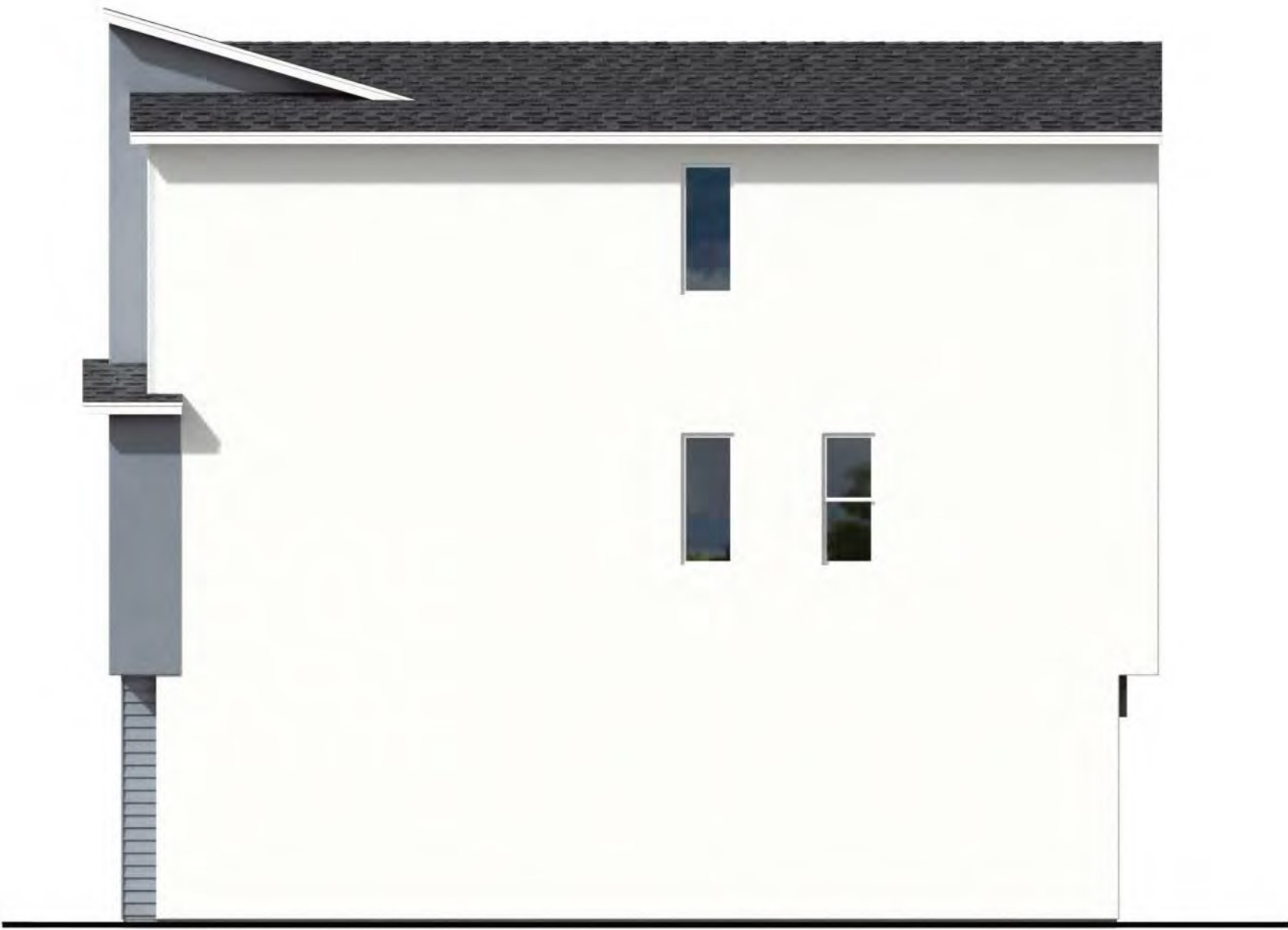
Left Elevation 'A'



Front Elevation 'A'



Roof Plan 'A'






Right Elevation 'A'



Rear Elevation 'A'

Note:
Colors indicated are for illustrative purposes only
and the paint colors and materials will be per the
submitted color schemes and material boards.

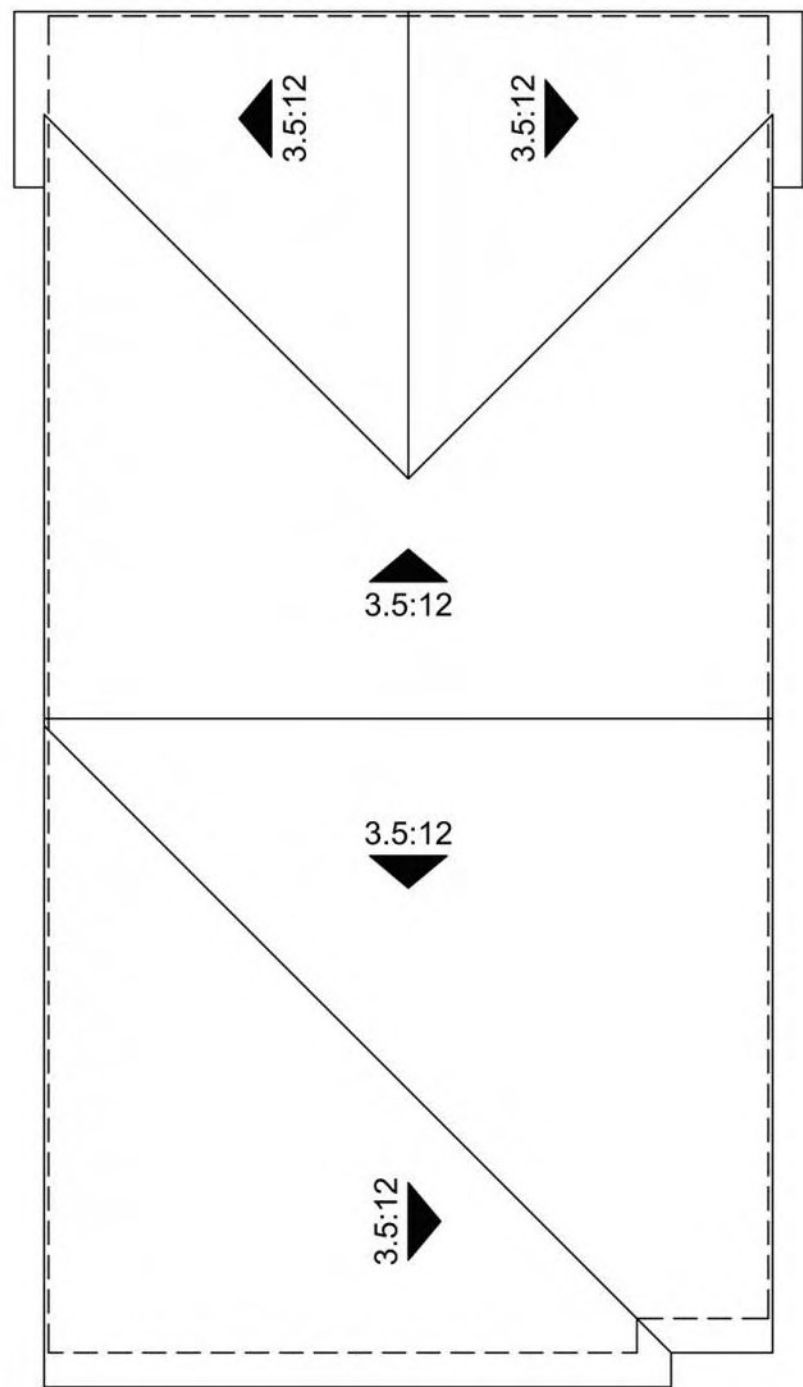
REVISIONS				REFERENCES		<div>SEAL: </div>	<div>DEVELOPER:  KB HOME COASTAL 9915 MIRA MESA BLVD, SUITE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL. (858) 877-4262</div>	TENTATIVE TRACT MAP 19145	
NO.	DATE	DESCRIPTION	APP.	PRECISE PLAN OF DEVELOPMENT					
1	2/11/21	1ST SUBMITTAL		PLAN 1 - 'A' ELEVATIONS					
2	4/9/21	2ND SUBMITTAL							
3	5/13/21	3RD SUBMITTAL							
				KATELLA AVENUE, STANTON, CA 90680					
				CITY OF STANTON COUNTY OF ORANGE					
				PREPARED UNDER THE DIRECTION OF:  ERIC R. KOUGH, AIA/C-26497		DATE	A5 SHEET 17 OF 37		



Left Elevation 'B'



Front Elevation 'B'



Roof Plan 'B'






Right Elevation 'B'



Rear Elevation 'B'

Note:
Colors indicated are for illustrative purposes only
and the paint colors and materials will be per the
submitted color schemes and material boards.

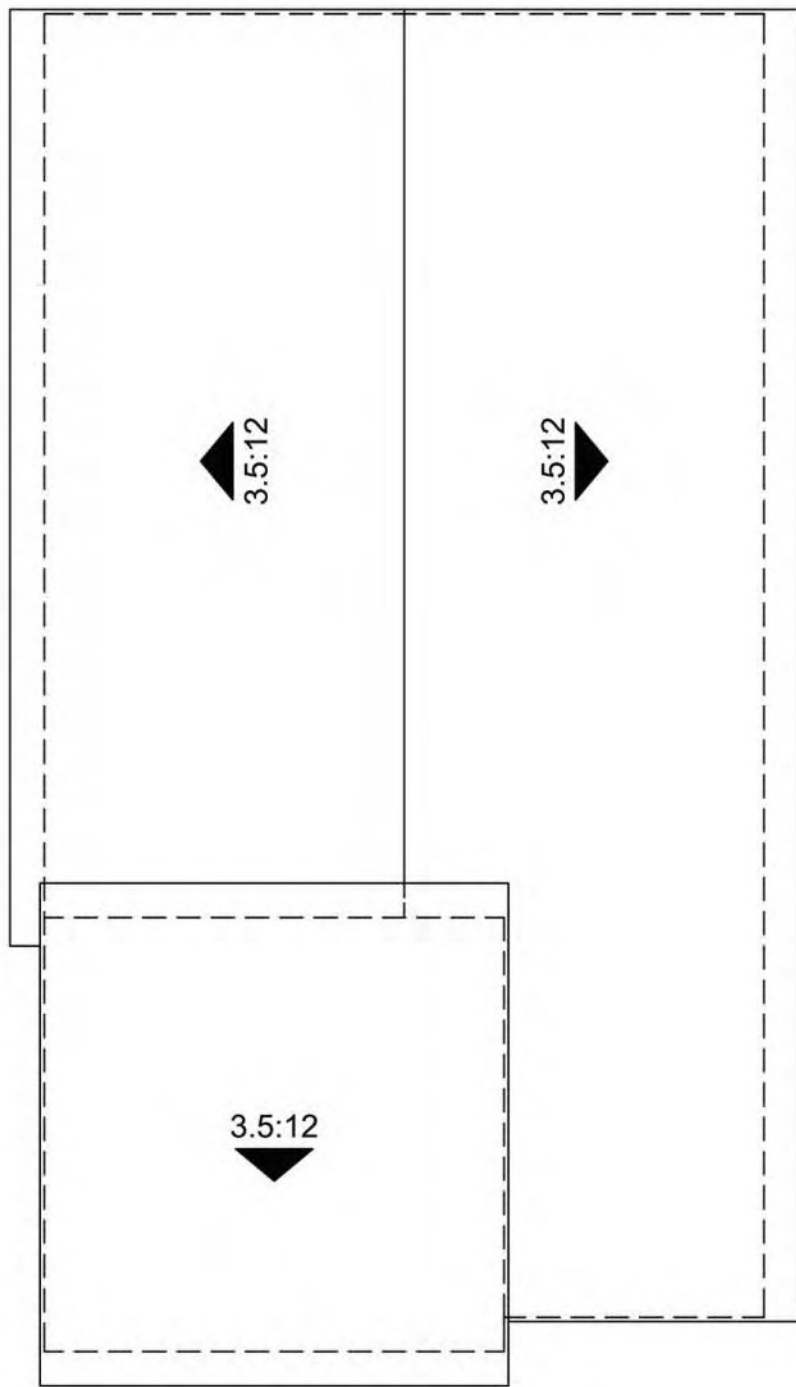
REVISIONS				REFERENCES		<div>SEAL: </div>	<div>DEVELOPER:  KB HOME COASTAL 9915 MIRA MESA BLVD, SUITE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL. (858) 877-4262</div>	TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT	
NO.	DATE	DESCRIPTION	APP.					PLAN 1 - 'B' ELEVATIONS	
1	2/11/21	1ST SUBMITTAL						KATELLA AVENUE, STANTON, CA 90680	
2	4/9/21	2ND SUBMITTAL						CITY OF STANTON COUNTY OF ORANGE	
3	5/13/21	3RD SUBMITTAL						SHEET 18 OF 37	
						PREPARED UNDER THE DIRECTION OF:  ERIC R. KOUGH, AIA, C-26497		DATE	



Left Elevation 'C'



Front Elevation 'C'



Roof Plan 'C'






Right Elevation 'C'



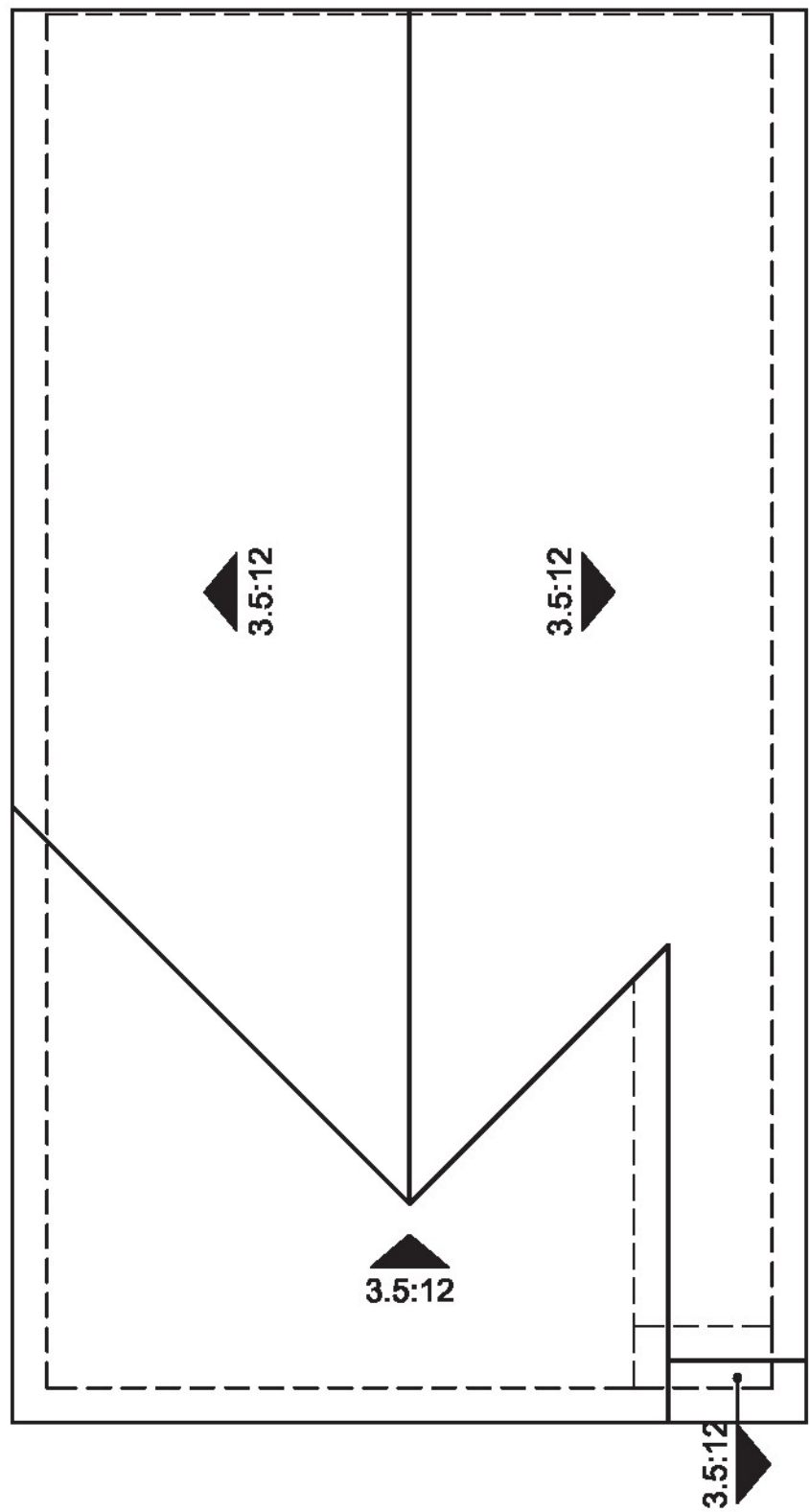
Rear Elevation 'C'

Note:
Colors indicated are for illustrative purposes only
and the paint colors and materials will be per the
submitted color schemes and material boards.

REVISIONS				REFERENCES		<div>SEAL: </div>	<div>DEVELOPER:  KB HOME COASTAL 9915 MIRA MESA BLVD, SUITE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL. (858) 877-4262</div>	TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT	
NO.	DATE	DESCRIPTION	APP.					PLAN 1 - 'C' ELEVATIONS	
1	2/11/21	1ST SUBMITTAL						KATELLA AVENUE, STANTON, CA 90680	
2	4/9/21	2ND SUBMITTAL						CITY OF STANTON COUNTY OF ORANGE	
3	5/13/21	3RD SUBMITTAL						SHEET 19 OF 37	
						A7			
						PREPARED UNDER THE DIRECTION OF:  ERIC R. KOUGH, AIA/C-26497		DATE	

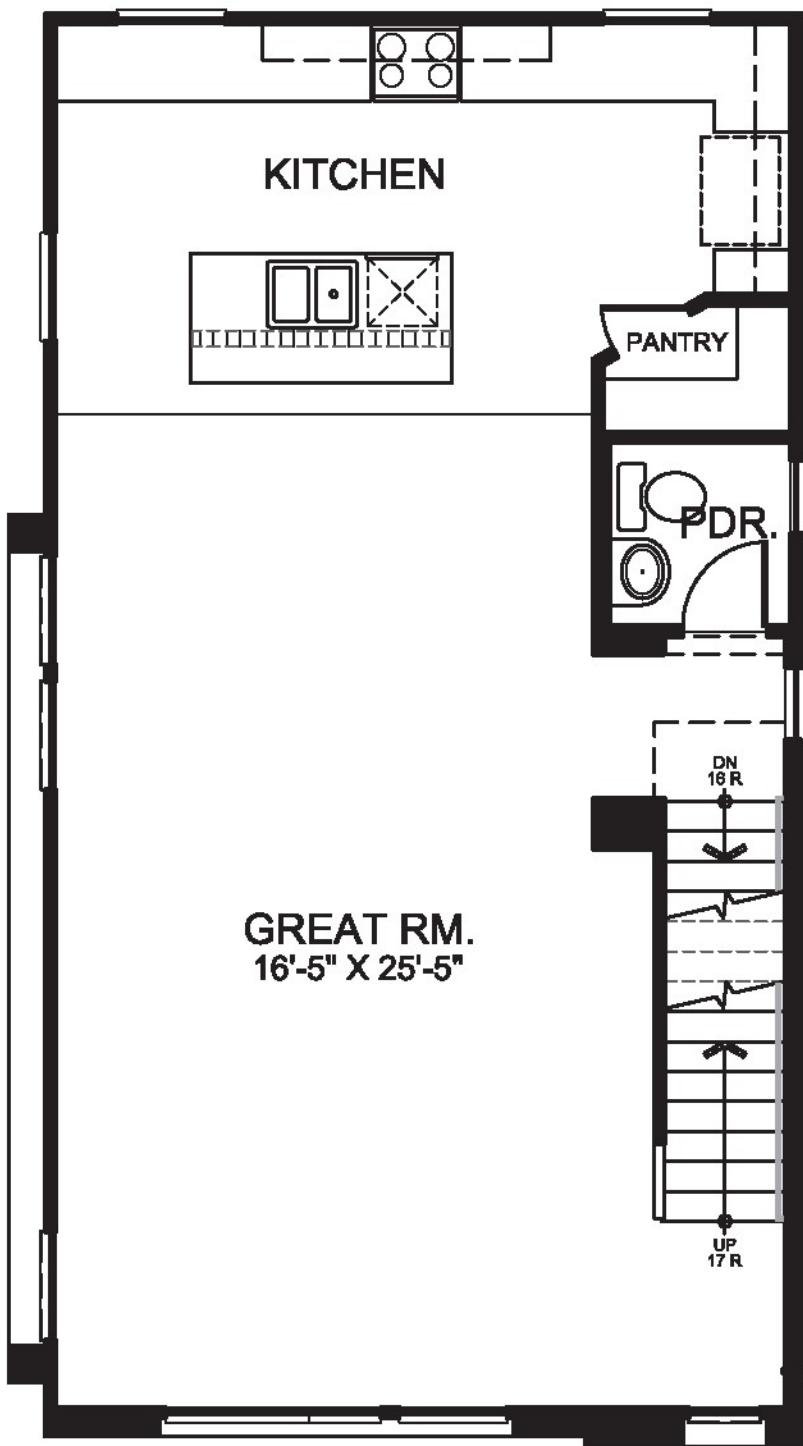


Enhanced Left Elevation 'A'






Enhanced Roof Plan 'A'

Note:
Colors indicated are for illustrative purposes only
and the paint colors and materials will be per the
submitted color schemes and material boards.

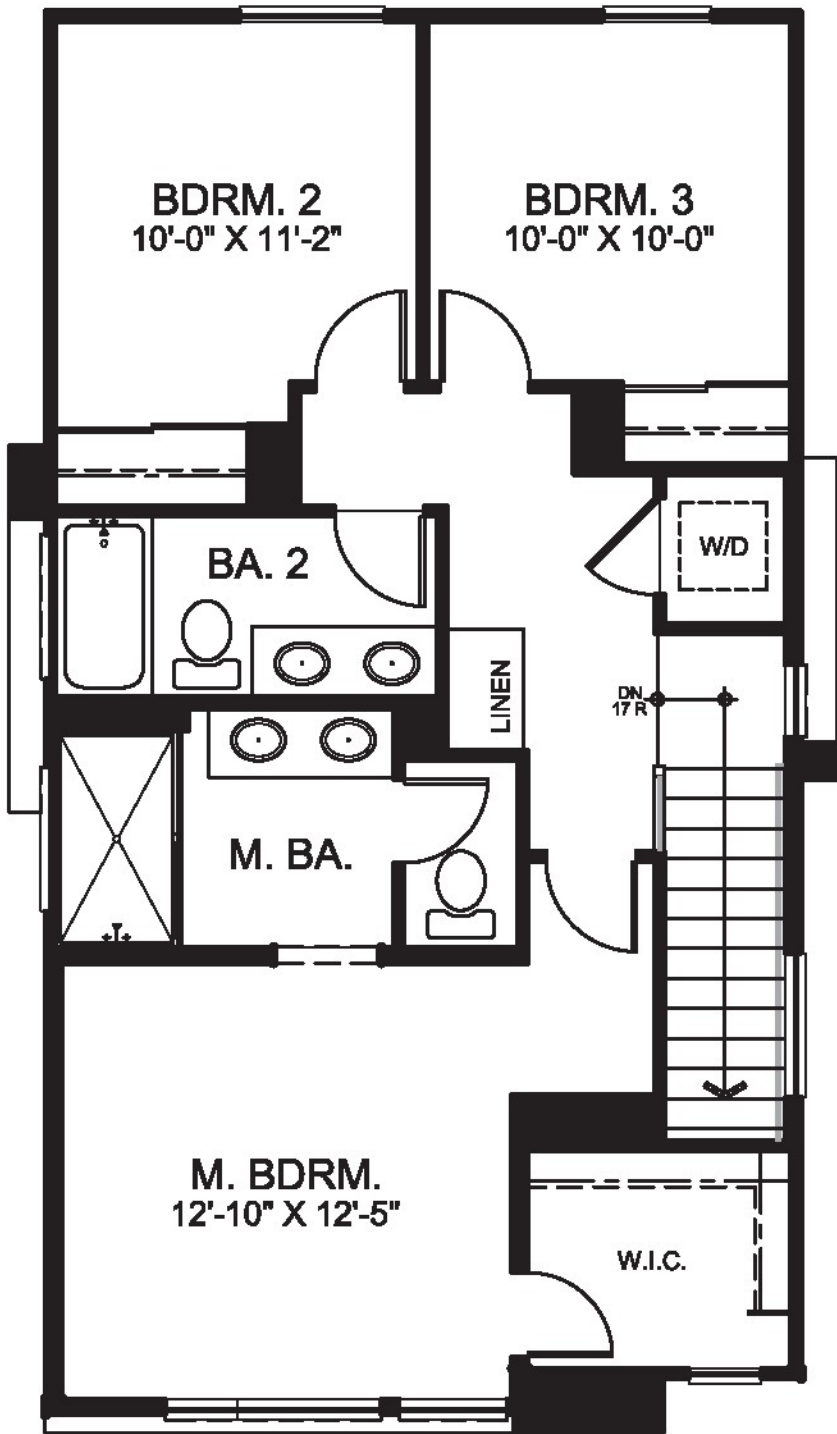


Enhanced Second Floor Plan 'A'

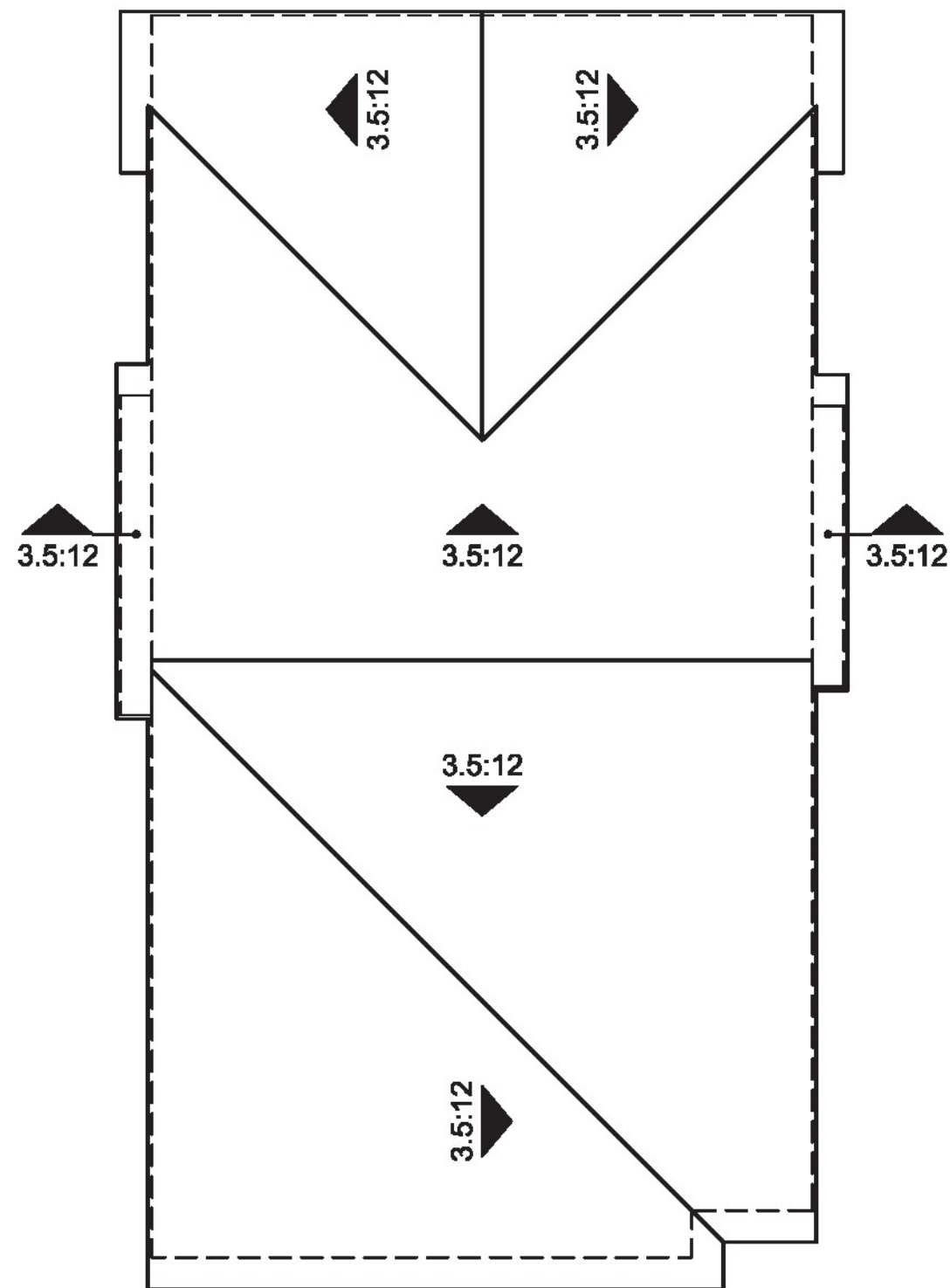
REVISIONS				REFERENCES		<div>SEAL: </div>	<div>DEVELOPER:  KB HOME COASTAL 9915 MIRA MESA BLVD, SUITE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL. (858) 877-4262</div>	TENTATIVE TRACT MAP 19145	
NO.	DATE	DESCRIPTION	APP.	PRECISE PLAN OF DEVELOPMENT					
1	2/11/21	1ST SUBMITTAL		PLAN 1 - ENHANCED ELEVATIONS					
2	4/9/21	2ND SUBMITTAL		KATELLA AVENUE, STANTON, CA 90680					
3	5/13/21	3RD SUBMITTAL		CITY OF STANTON					
				COUNTY OF ORANGE					
				SHEET 20 OF 37					
				PREPARED UNDER THE DIRECTION OF:  ERIC R. KOUGH, AIA/C-26497		DATE	A8		



Enhanced Left Elevation 'B'



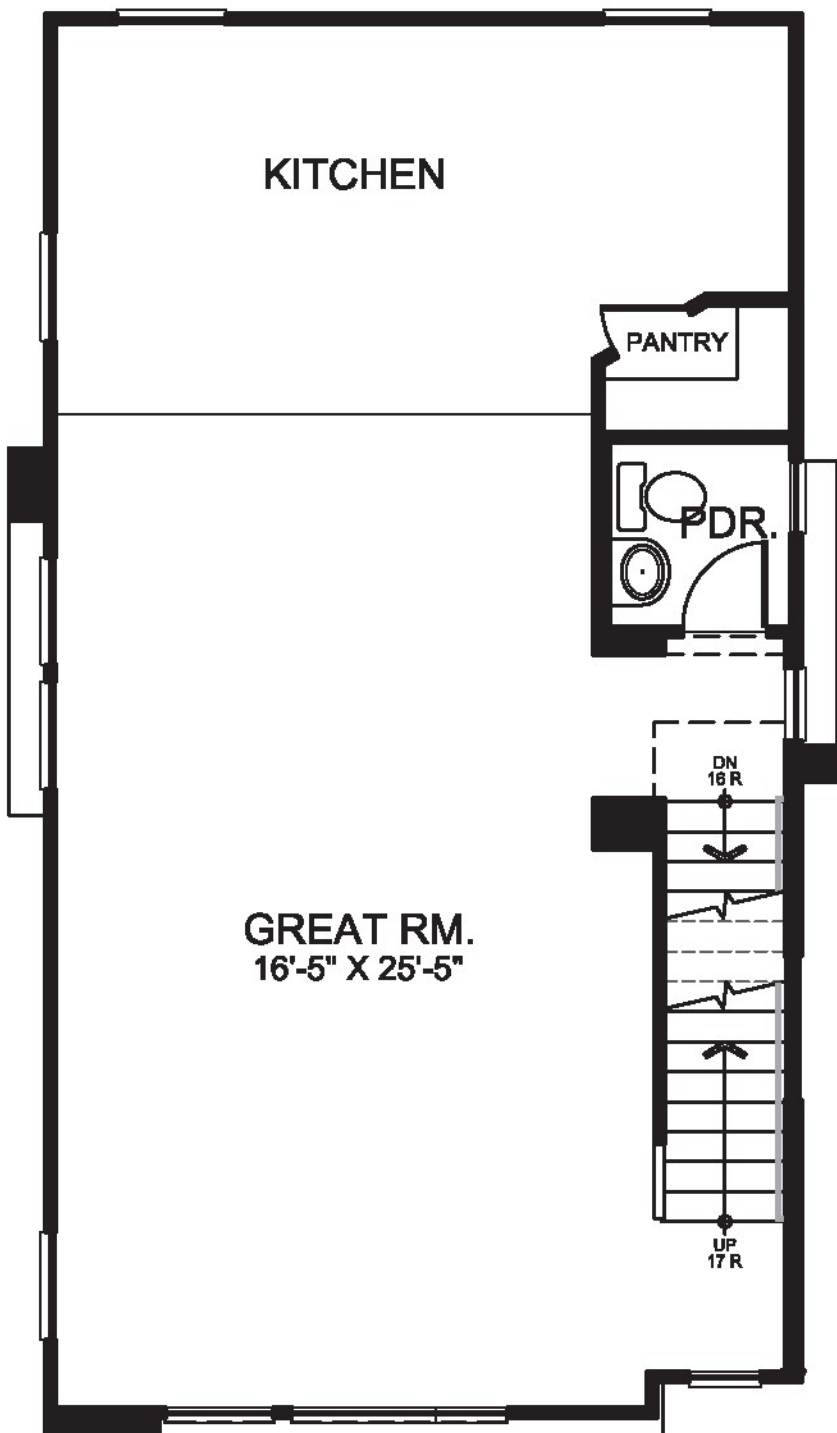
Enhanced Third Floor Plan 'B'



Enhanced Roof Plan 'B'






Enhanced Right Elevation 'B'



Enhanced Second Floor Plan 'B'

Note:
Colors indicated are for illustrative purposes only
and the paint colors and materials will be per the
submitted color schemes and material boards.

REVISIONS				REFERENCES		<div>SEAL: </div>	<div>DEVELOPER:  KB HOME COASTAL 9915 MIRA MESA BLVD, SUITE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL. (858) 877-4262</div>	TENTATIVE TRACT MAP 19145	
NO.	DATE	DESCRIPTION	APP.					PRECISE PLAN OF DEVELOPMENT	
1	2/11/21	1ST SUBMITTAL						PLAN 1 - ENHANCED ELEVATIONS	
2	4/9/21	2ND SUBMITTAL						KATELLA AVENUE, STANTON, CA 90680	
3	5/13/21	3RD SUBMITTAL						CITY OF STANTON COUNTY OF ORANGE	
						A9			
						PREPARED UNDER THE DIRECTION OF:  ERIC R. KOUGH, AIA, C-26497		DATE	
								SHEET 21 OF 37	

ELEVATION LEGEND

- 1. Composition Shingle Roof
- 2. Wood Fascia Board
- 3. Stucco (16/20 Sand Finish)
- 4. Stucco Channel
- 5. Fiber Cement Horizontal Siding
- 6. Vinyl Window System
- 7. Composite Entry Door
- 8. Courtyard Fence & Gate



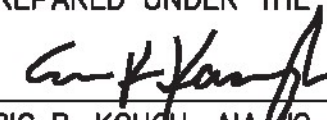


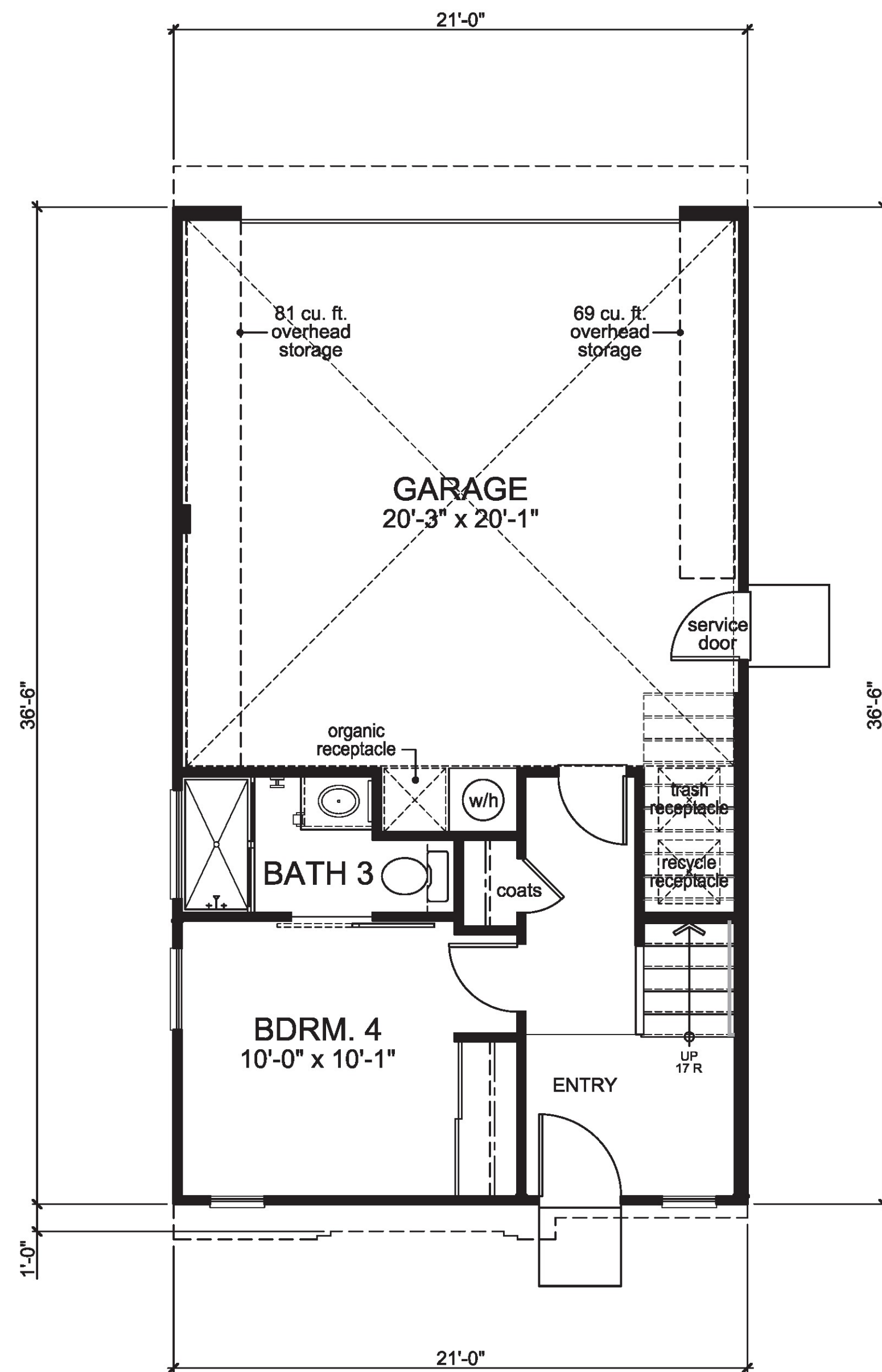
Elevation 'A'

Elevation 'B'

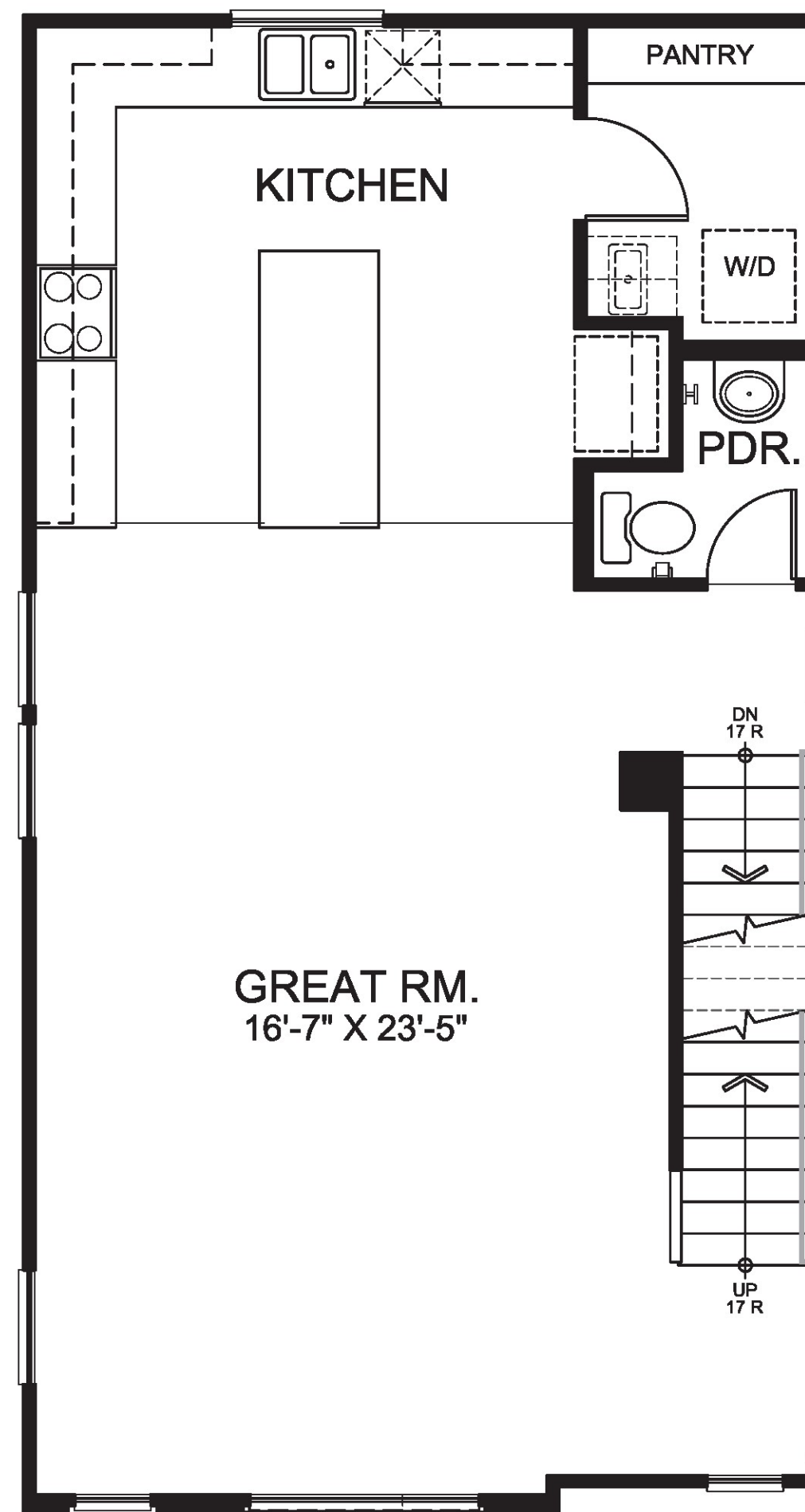
Elevation 'C'

Note:
Colors indicated are for illustrative purposes only
and the paint colors and materials will be per the
submitted color schemes and material boards.

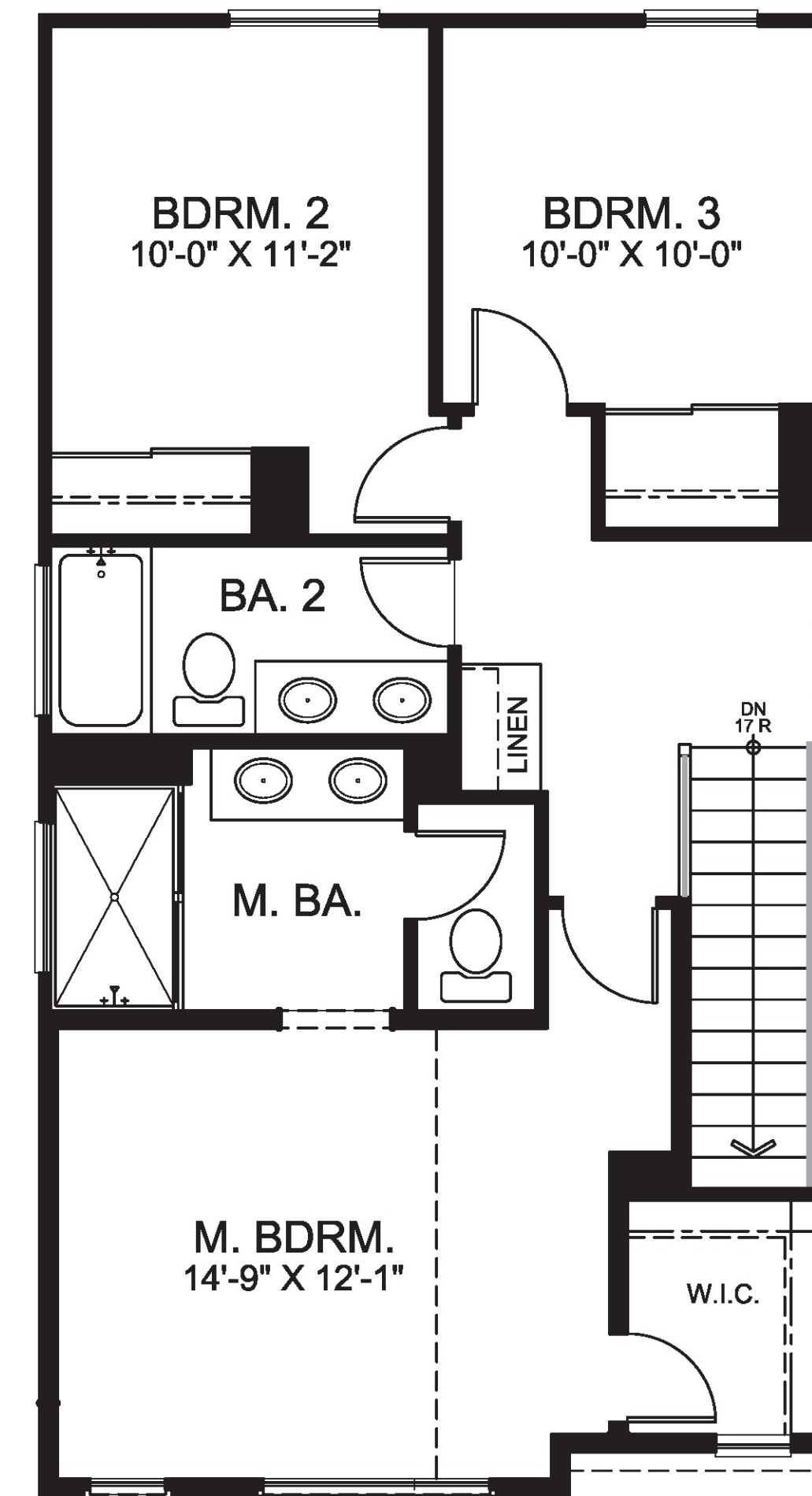
REVISIONS				REFERENCES		<div>SEAL: </div>	<div>DEVELOPER:  KB HOME COASTAL 9915 MIRA MESA BLVD, SUITE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL. (858) 877-4262</div>	TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT PLAN 2 - FRONT ELEVATIONS	
NO.	DATE	DESCRIPTION	APP.					KATELLA AVENUE, STANTON, CA 90680	
1	2/11/21	1ST SUBMITTAL						CITY OF STANTON COUNTY OF ORANGE	
2	4/9/21	2ND SUBMITTAL						A10	
3	5/13/21	3RD SUBMITTAL						SHEET 22 OF 37	
PREPARED UNDER THE DIRECTION OF:  ERIC R. KOUGH, AIA, C-26497						DATE			



First Floor Plan 'A'





Second Floor Plan 'A'

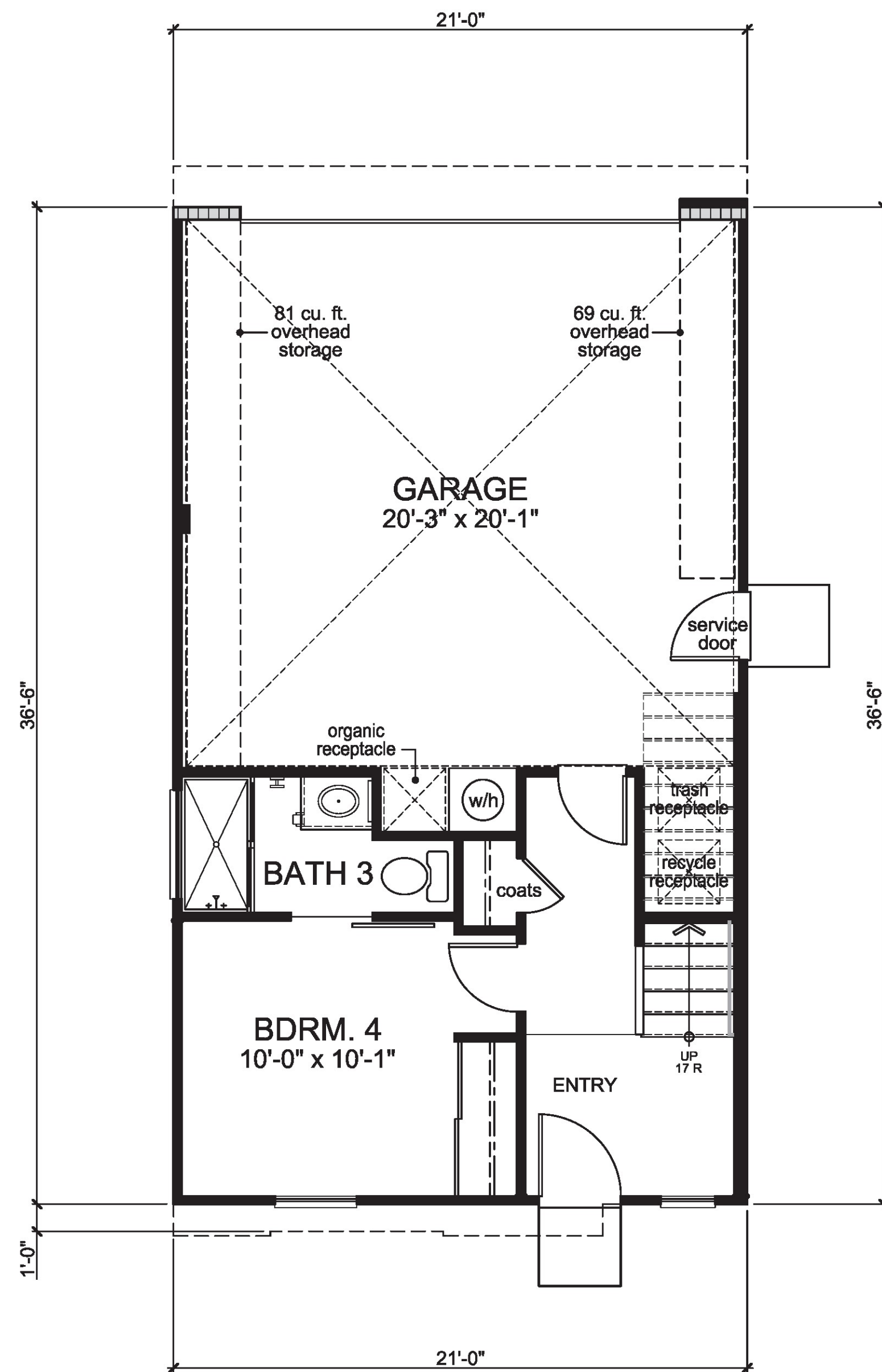


Third Floor Plan 'A'

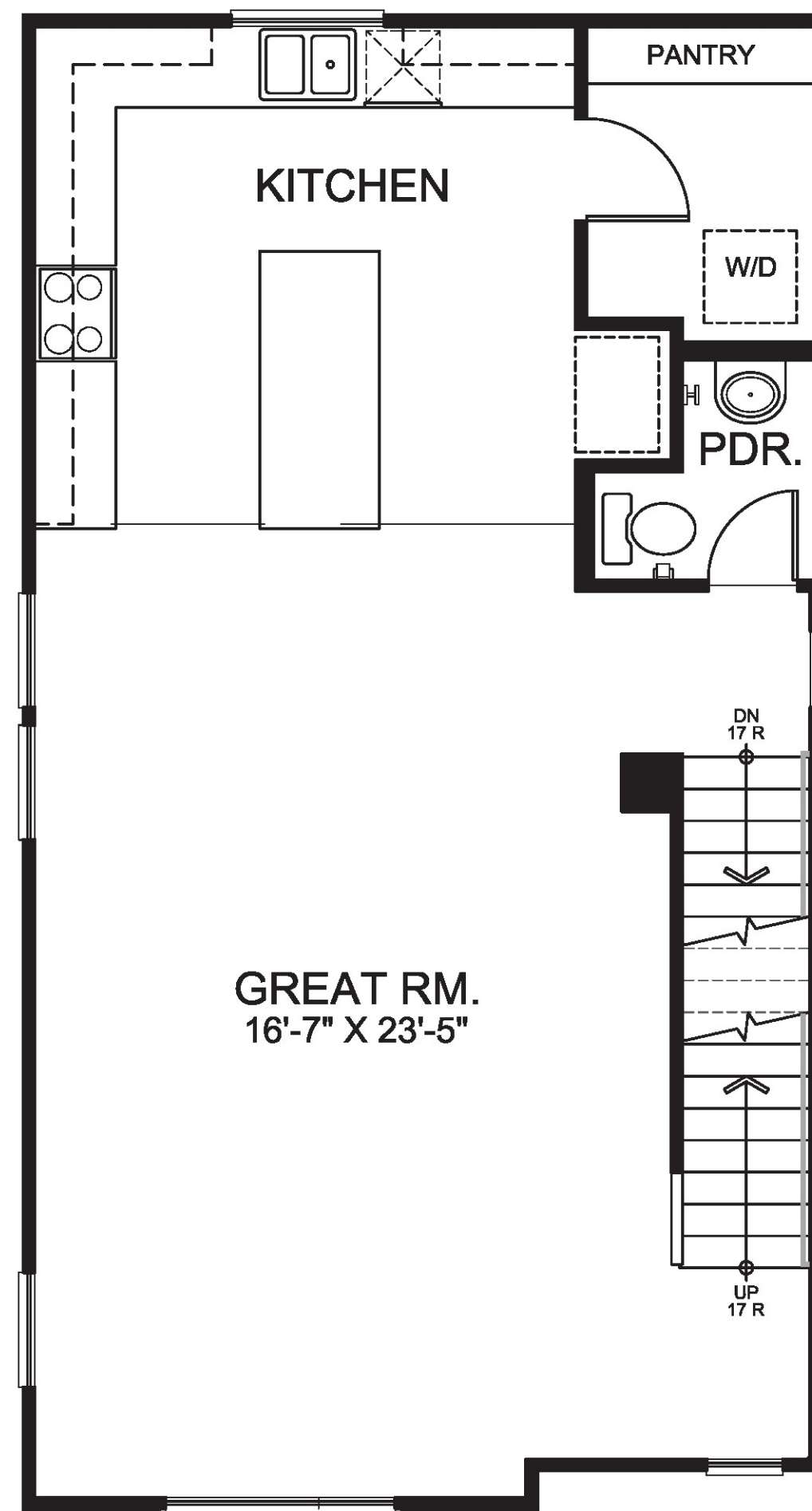
SQUARE FOOTAGE		
PLAN 2 - 321.1924		
FIRST FLOOR AREA	880	SQ. FT.
SECOND FLOOR AREA	815	SQ. FT.
THIRD FLOOR AREA	771	SQ. FT.
TOTAL AREA	1924	SQ. FT.

*NOTE: Precise location of fences, trash bins and service doors to be determined on Civil & Architectural drawings.

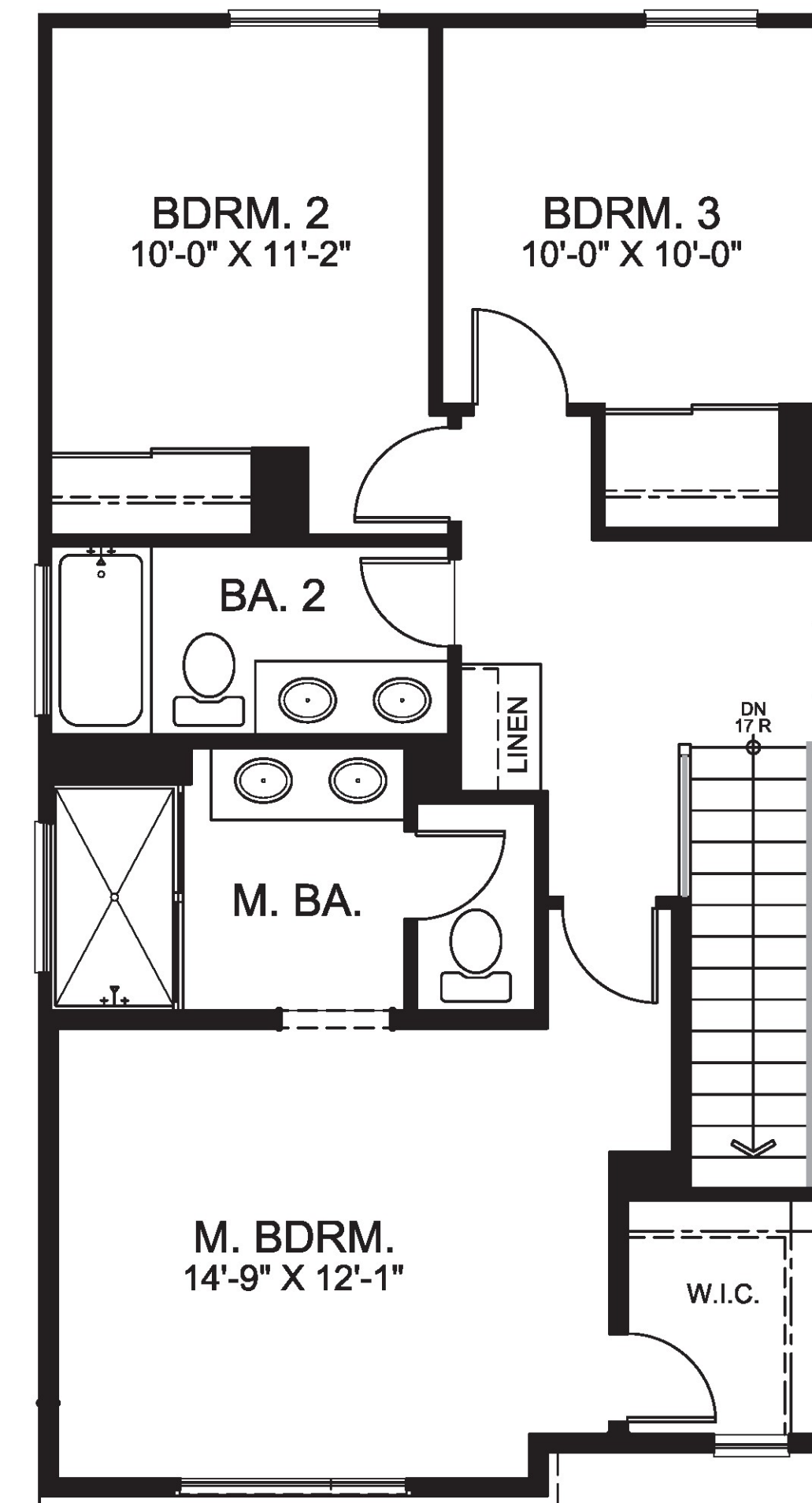
REVISIONS				REFERENCES		SEAL:	DEVELOPER:	TENTATIVE TRACT MAP 19145	
NO.	DATE	DESCRIPTION	APP.					PRECISE PLAN OF DEVELOPMENT	
1	2/11/21	1ST SUBMITTAL				<div><div>PREPARED UNDER THE DIRECTION OF:</div><div> ERIC R. KOUGH, AIA, C-26497</div><div>DATE</div></div>	<div><div></div><div><div>kb</div><div>HOME</div></div><div><div>KB HOME COASTAL</div><div>9915 MIRA MESA BLVD,</div><div>SUITE 100</div><div>SAN DIEGO, CA 92131</div><div>CONTACT: KURT BAUSBACK</div><div>TEL. (858) 877-4282</div></div></div>	PLAN 2 - FLOOR PLANS 'A'	
2	4/9/21	2ND SUBMITTAL						KATELLA AVENUE, STANTON, CA 90680	
3	5/13/21	3RD SUBMITTAL						CITY OF STANTON	
								COUNTY OF ORANGE	
								SHEET 23 OF 37	



First Floor Plan 'B'






Second Floor Plan 'B'

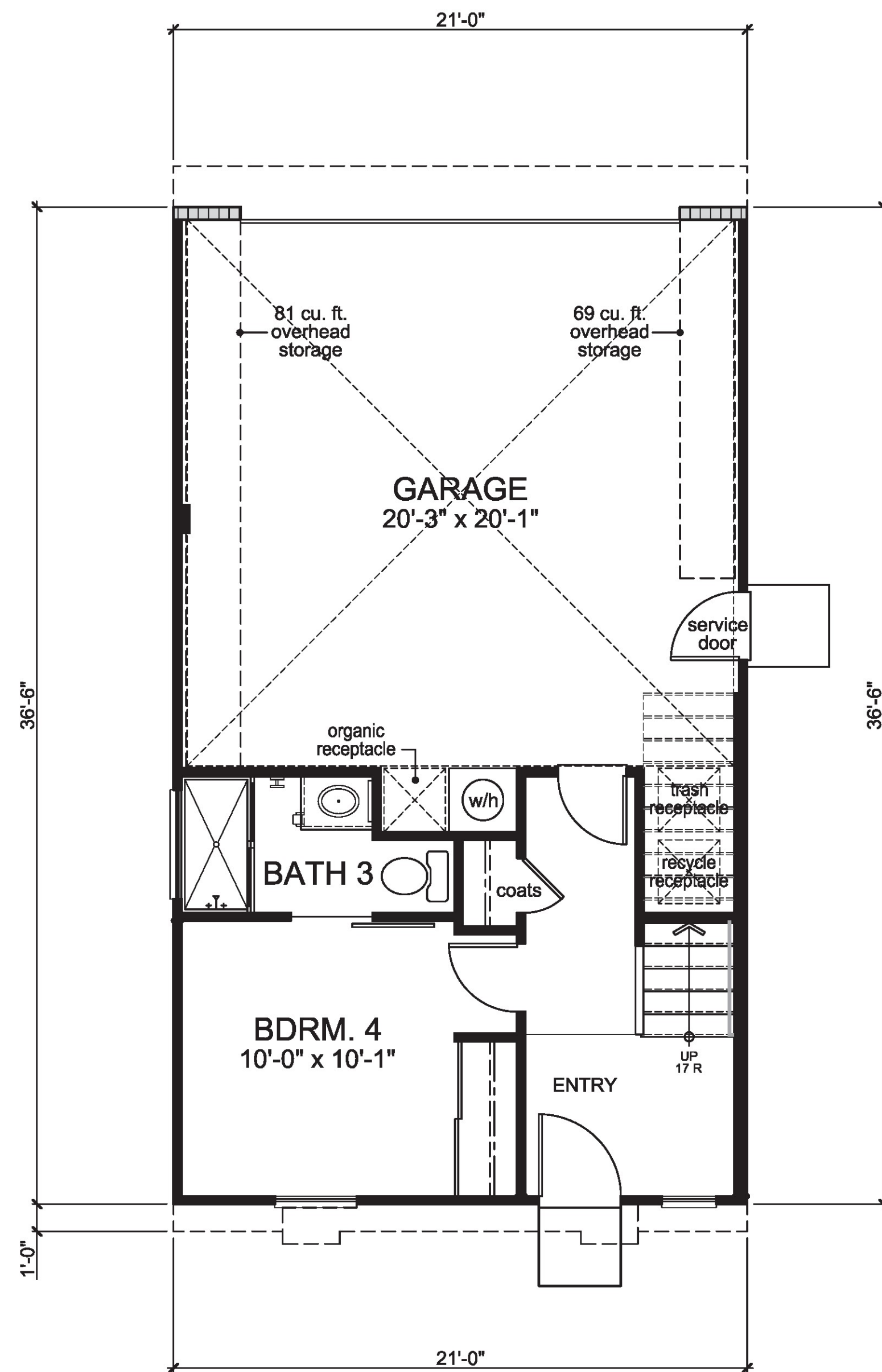


Third Floor Plan 'B'

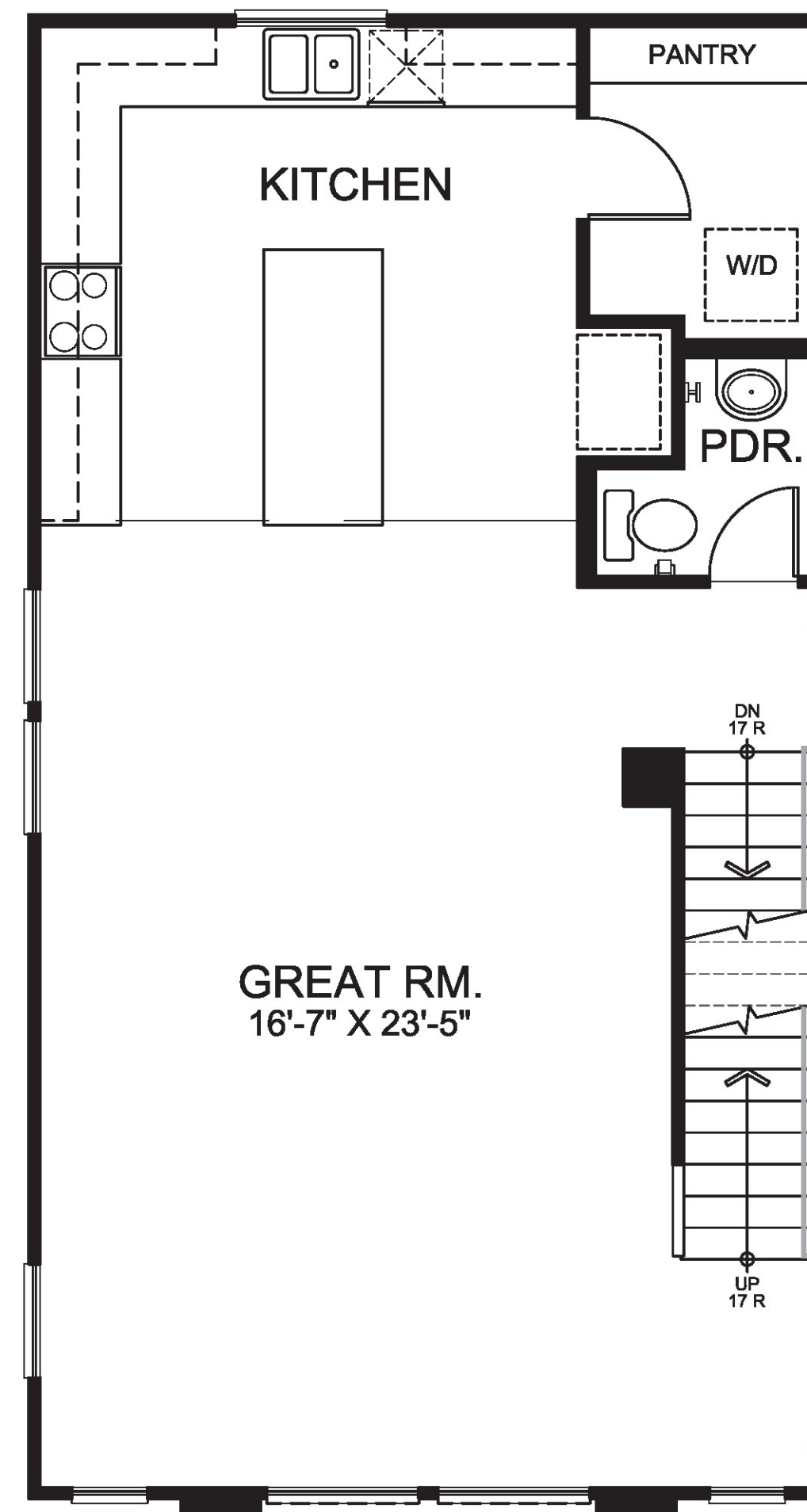
SQUARE FOOTAGE		
PLAN 2 - 321.1924		
FIRST FLOOR AREA	880	SQ. FT.
SECOND FLOOR AREA	815	SQ. FT.
THIRD FLOOR AREA	771	SQ. FT.
TOTAL AREA	1466	SQ. FT.

*NOTE: Precise location of fences, trash bins and service doors to be determined on Civil & Architectural drawings.

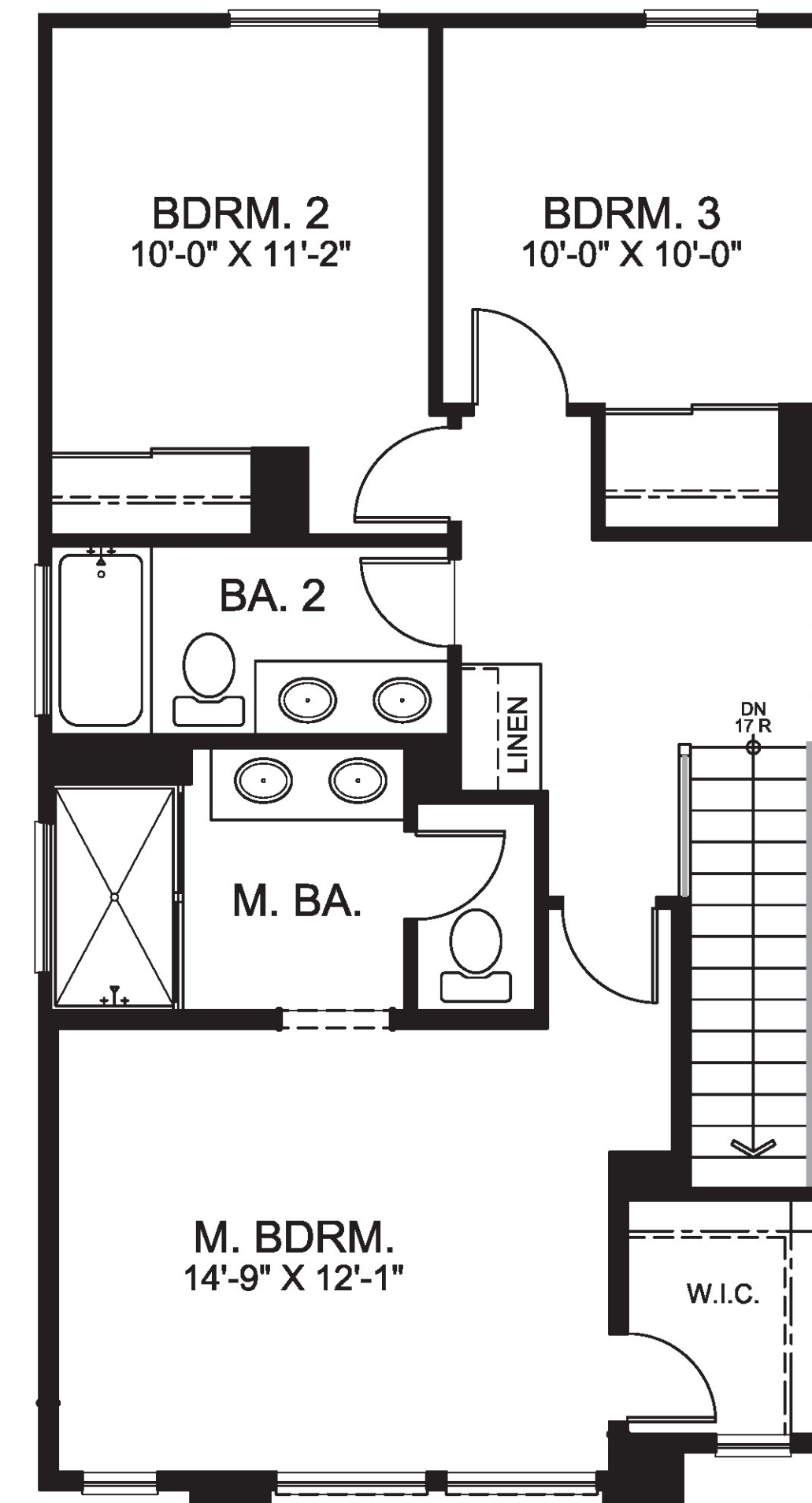
REVISIONS				REFERENCES		SEAL:	DEVELOPER:	TENTATIVE TRACT MAP 19145	
NO.	DATE	DESCRIPTION	APP.					PRECISE PLAN OF DEVELOPMENT	
1	2/11/21	1ST SUBMITTAL						PLAN 2 - FLOOR PLANS 'B'	
2	4/9/21	2ND SUBMITTAL						KATELLA AVENUE, STANTON, CA 90680	
3	5/13/21	3RD SUBMITTAL						CITY OF STANTON	
									COUNTY OF ORANGE
				PREPARED UNDER THE DIRECTION OF:					SHEET 24 OF 37
				 ERIC R. KOUGH, AIA, C-26497					
						DATE			



First Floor Plan 'C'






Second Floor Plan 'C'



Third Floor Plan 'C'

SQUARE FOOTAGE		
PLAN 2 - 321.1924		
FIRST FLOOR AREA	880	SQ. FT.
SECOND FLOOR AREA	815	SQ. FT.
THIRD FLOOR AREA	771	SQ. FT.
TOTAL AREA	1924	SQ. FT.

*NOTE: Precise location of fences, trash bins and service doors to be determined on Civil & Architectural drawings.

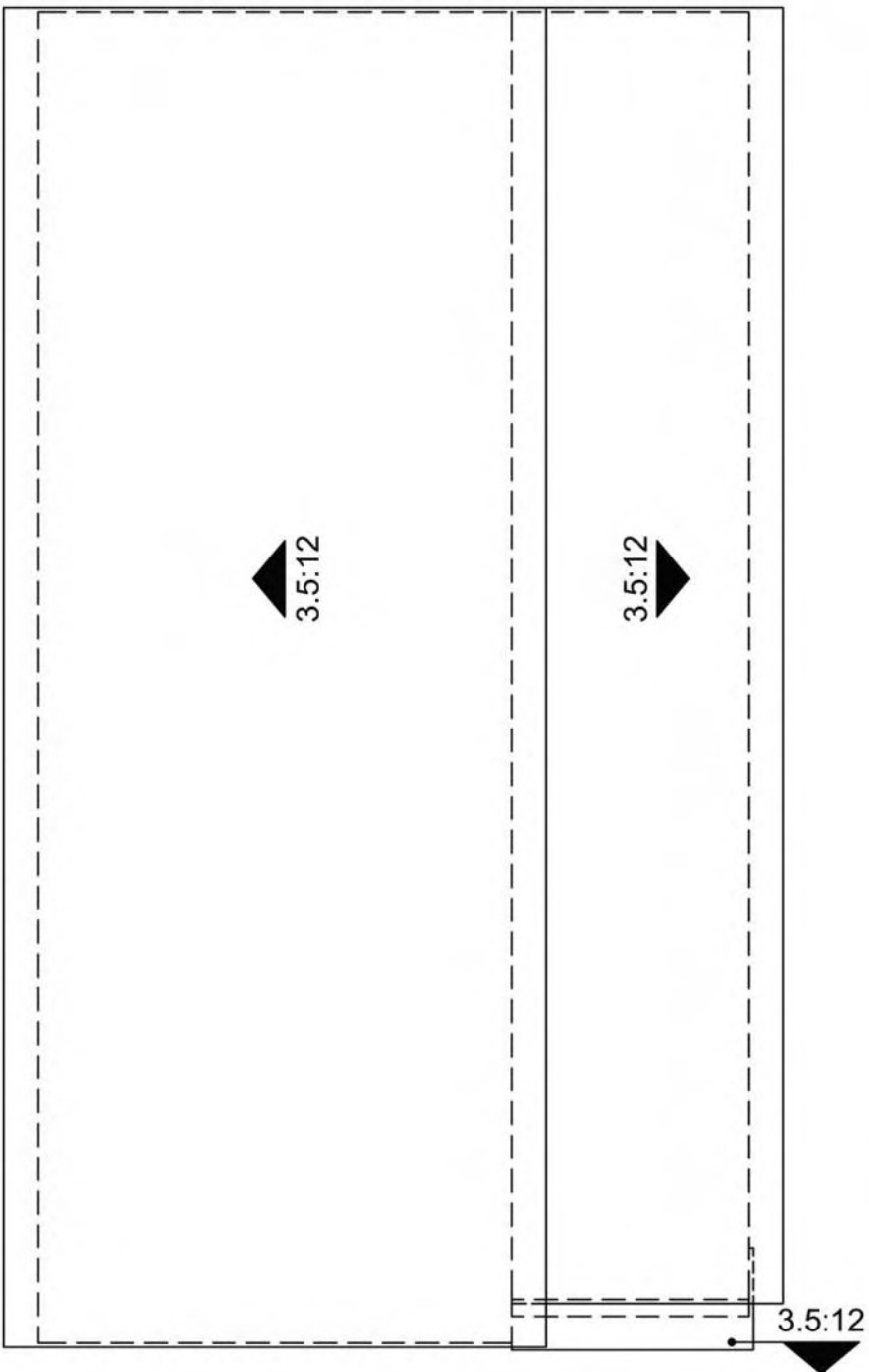
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NO.	DATE	DESCRIPTION	APP.					PLAN 2 - FLOOR PLANS 'C'	
1	2/11/21	1ST SUBMITTAL						KATELLA AVENUE, STANTON, CA 90680	
2	4/9/21	2ND SUBMITTAL						CITY OF STANTON COUNTY OF ORANGE	
3	5/13/21	3RD SUBMITTAL						SHEET 25 OF 37	
				PREPARED UNDER THE DIRECTION OF:  ERIC R. KOUGH, AIA, C-26497		DATE		A13	



Left Elevation 'A'



Front Elevation 'A'



Roof Plan 'A'






Right Elevation 'A'



Rear Elevation 'A'

Note:
Colors indicated are for illustrative purposes only
and the paint colors and materials will be per the
submitted color schemes and material boards.

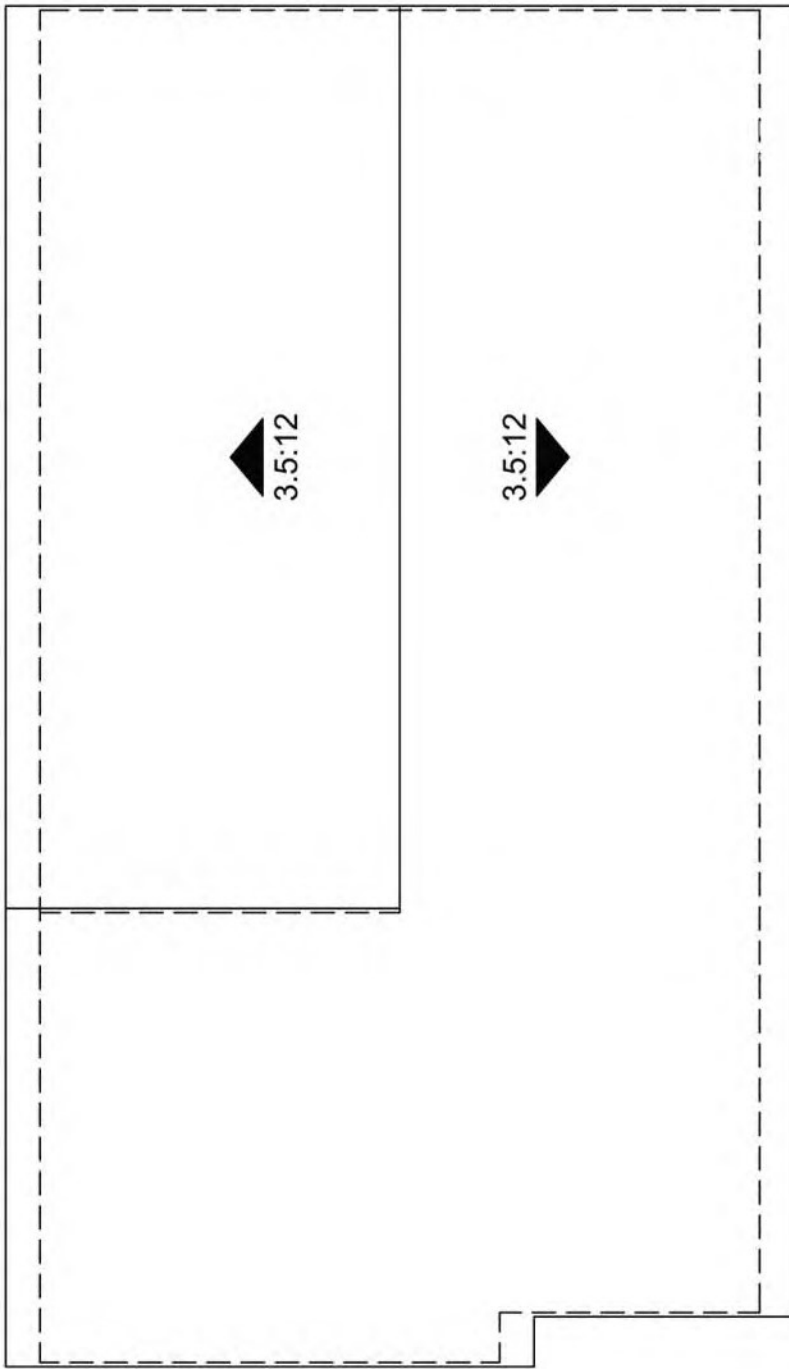
REVISIONS				REFERENCES		SEAL: 	DEVELOPER: 	TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT PLAN 2 - 'A' ELEVATIONS KATELLA AVENUE, STANTON, CA 90680 CITY OF STANTON COUNTY OF ORANGE	
NO.	DATE	DESCRIPTION	APP.						
1	2/11/21	1ST SUBMITTAL							
2	4/9/21	2ND SUBMITTAL							
3	5/13/21	3RD SUBMITTAL							
				PREPARED UNDER THE DIRECTION OF:  ERIC R. KOUGH, AIA, C-26497		DATE			A14 SHEET 26 OF 37



Left Elevation 'B'



Front Elevation 'B'



Roof Plan 'B'



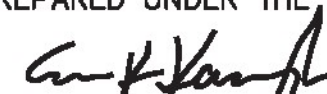


Right Elevation 'B'



Rear Elevation 'B'

Note:
Colors indicated are for illustrative purposes only
and the paint colors and materials will be per the
submitted color schemes and material boards.

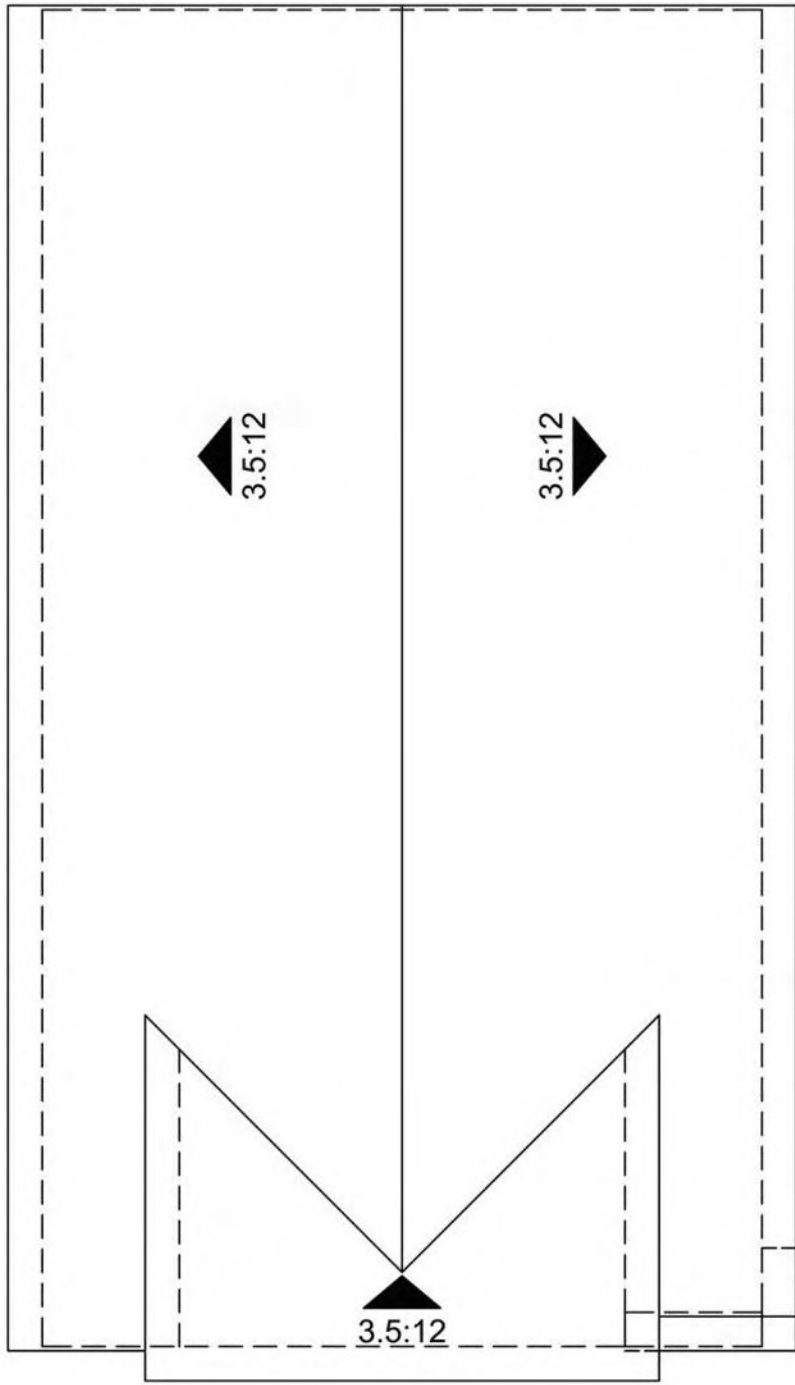
REVISIONS				REFERENCES	SEAL: 	DEVELOPER:  KB HOME COASTAL 9915 MIRA MESA BLVD, SUITE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL. (858) 877-4262	TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT	
NO.	DATE	DESCRIPTION	APP.				PLAN 2 - 'B' ELEVATIONS	
1	2/11/21	1ST SUBMITTAL					KATELLA AVENUE, STANTON, CA 90680	
2	4/9/21	2ND SUBMITTAL					CITY OF STANTON COUNTY OF ORANGE	
3	5/13/21	3RD SUBMITTAL					SHEET 27 OF 37	
								A15
					PREPARED UNDER THE DIRECTION OF:  ERIC R. KOUGH, AIA/C-26497	DATE		



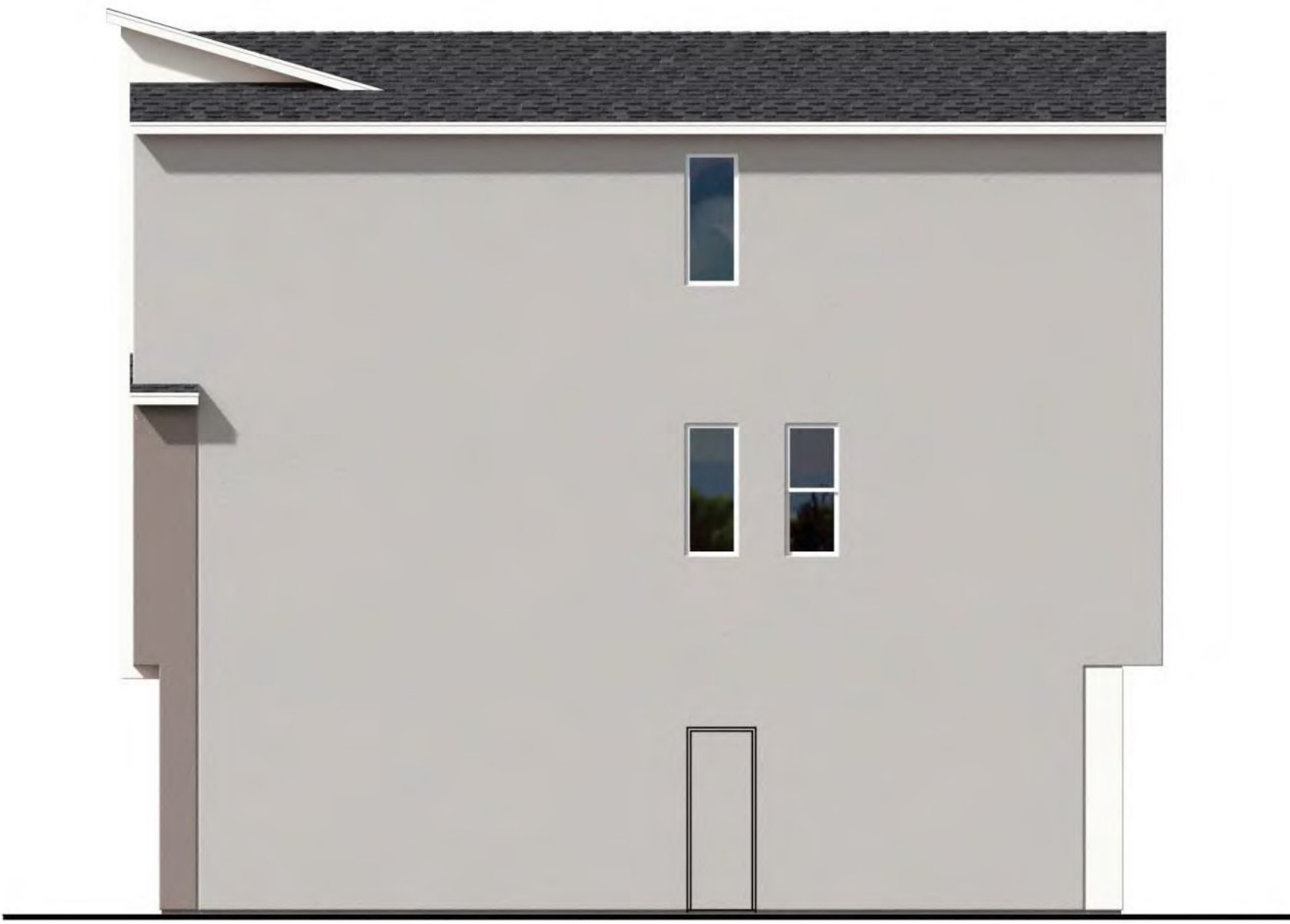
Left Elevation 'C'



Front Elevation 'C'



Roof Plan 'C'



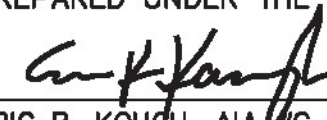


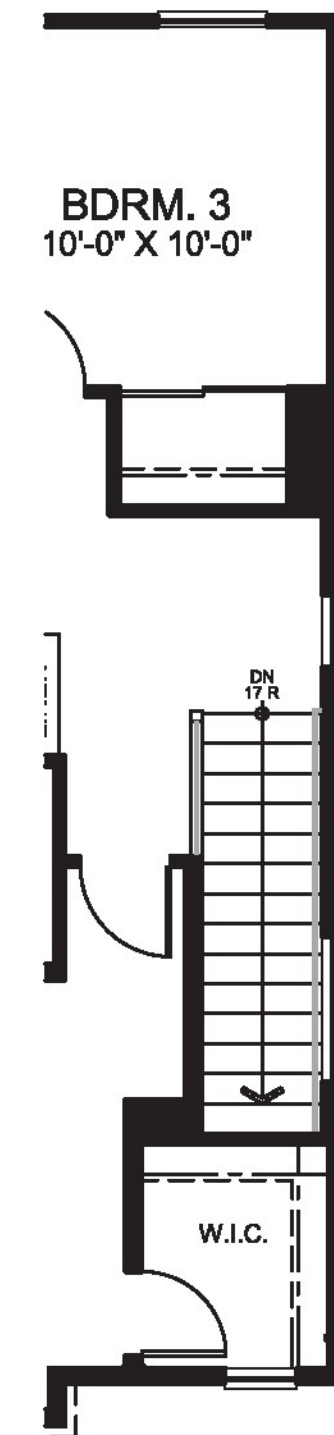
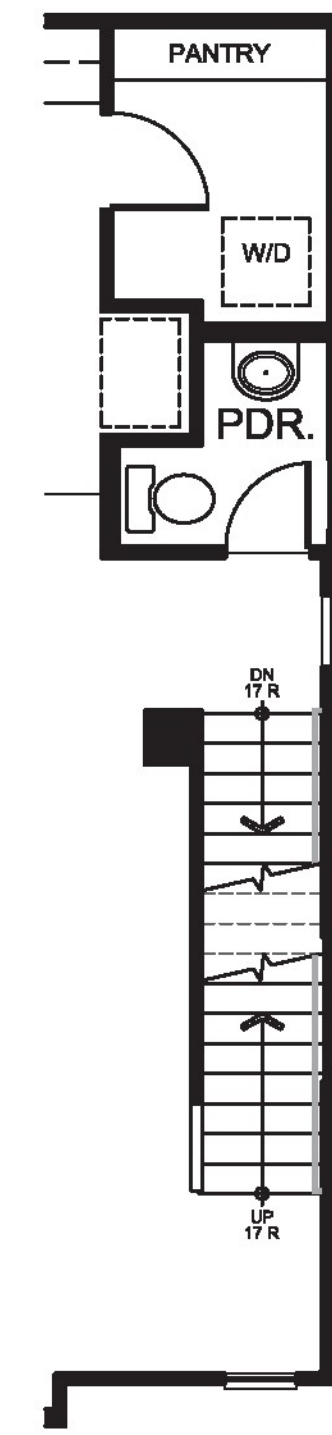
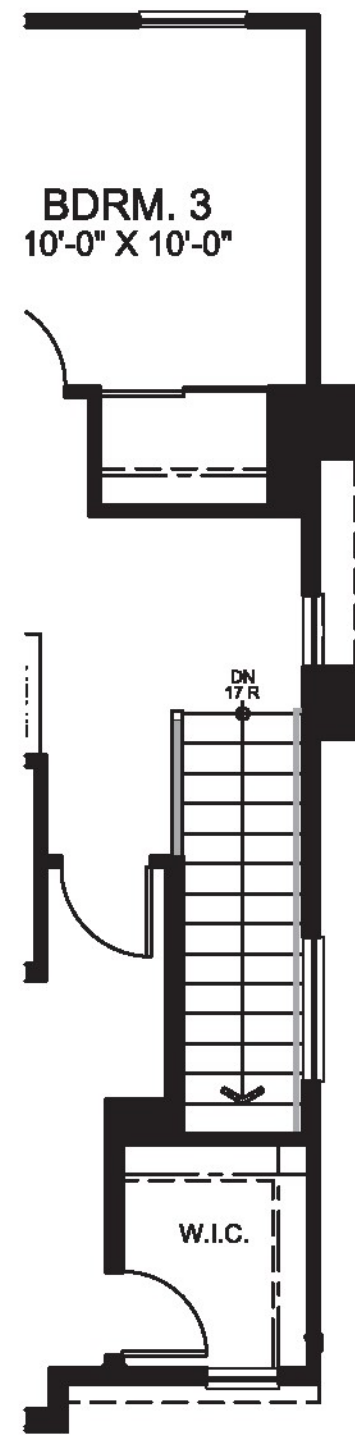
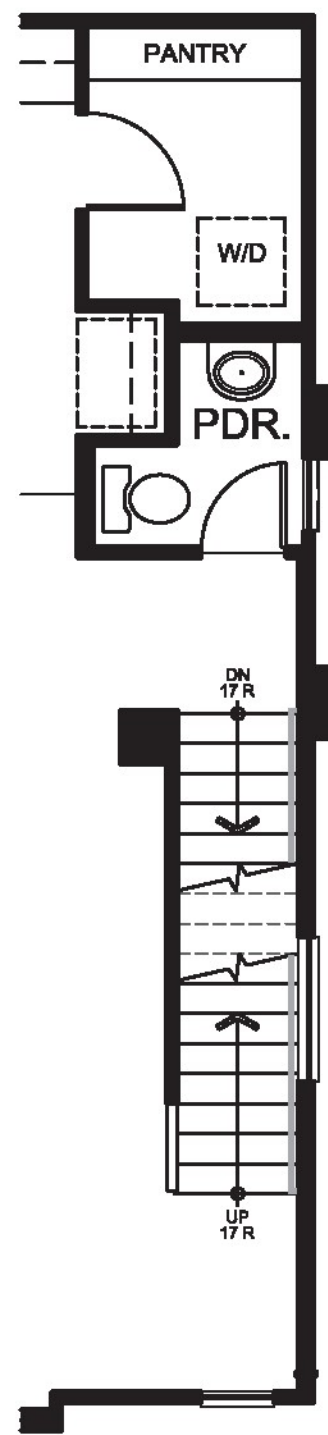
Right Elevation 'C'



Rear Elevation 'C'

Note:
Colors indicated are for illustrative purposes only
and the paint colors and materials will be per the
submitted color schemes and material boards.

REVISIONS				REFERENCES		SEAL: 	DEVELOPER:  KB HOME COASTAL 9915 MIRA MESA BLVD, SUITE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL. (858) 877-4262	TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT PLAN 2 - 'C' ELEVATIONS KATELLA AVENUE, STANTON, CA 90680				
NO.	DATE	DESCRIPTION	APP.									
1	2/11/21	1ST SUBMITTAL										
2	4/9/21	2ND SUBMITTAL										
3	5/13/21	3RD SUBMITTAL										
						PREPARED UNDER THE DIRECTION OF:  ERIC R. KOUGH, AIA, C-26497		DATE				
								CITY OF STANTON COUNTY OF ORANGE		A16 SHEET 28 OF 37		



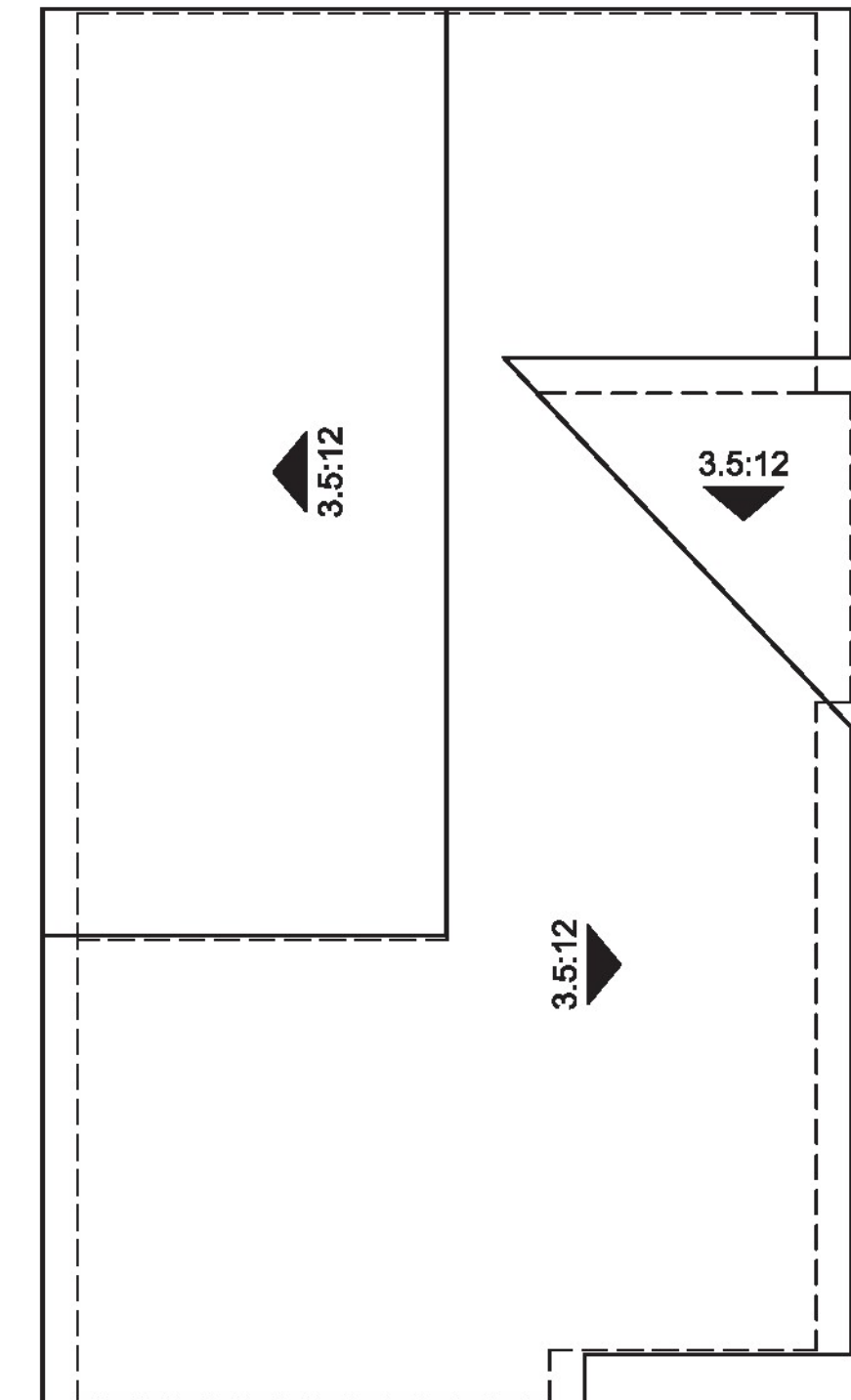
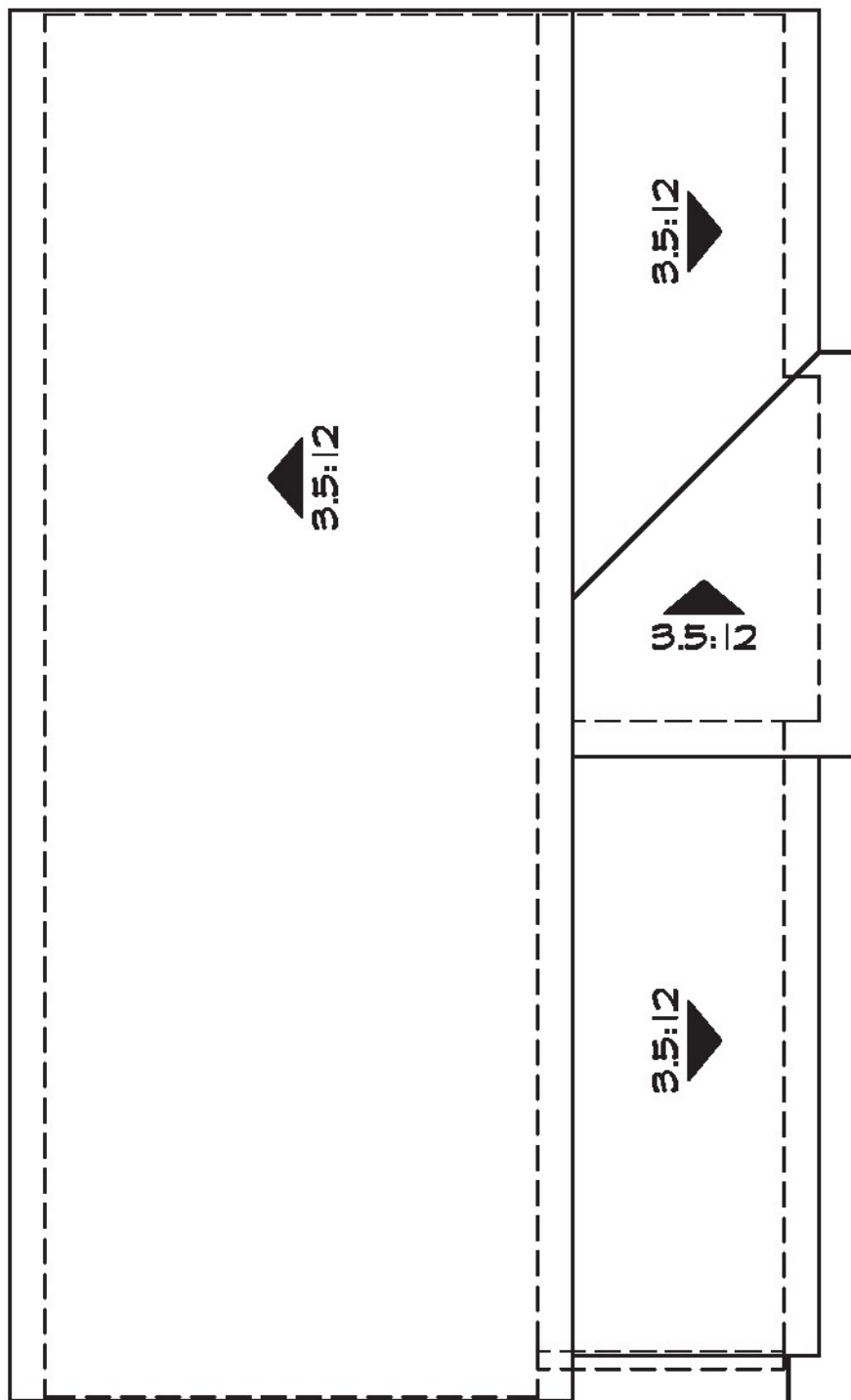
Partial Enhanced
Second Floor Plan 'A'

Partial Enhanced
Third Floor Plan 'A'

Enhanced Right Elevation 'A'

Partial Enhanced
Second Floor Plan 'B'

Partial Enhanced
Third Floor Plan 'B'



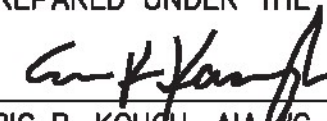


Note:
Colors indicated are for illustrative purposes only
and the paint colors and materials will be per the
submitted color schemes and material boards.

Enhanced Roof Plan 'A'

Enhanced Right Elevation 'B'

Enhanced Roof Plan 'B'

REVISIONS				REFERENCES		SEAL: 	DEVELOPER:  KB HOME COASTAL 9915 MIRA MESA BLVD, SUITE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL. (858) 877-4262	TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT PLAN 2 - ENHANCED ELEVATIONS	
NO.	DATE	DESCRIPTION	APP.					KATELLA AVENUE, STANTON, CA 90680	
1	2/11/21	1ST SUBMITTAL						CITY OF STANTON	
2	4/9/21	2ND SUBMITTAL						COUNTY OF ORANGE	
3	5/13/21	3RD SUBMITTAL						SHEET 29 OF 37	
				PREPARED UNDER THE DIRECTION OF:  ERIC R. KOUGH, AIA/C-26497		DATE			

CITY OF STANTON COUNTY OF ORANGE		A17 SHEET 29 OF 37
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Note:
Colors indicated are for illustrative purposes only
and the paint colors and materials will be per the
submitted color schemes and material boards.



KATELLA AVENUE STREET SCENE

REVISIONS				REFERENCES		SEAL:		DEVELOPER:		TENTATIVE TRACT MAP 19145	
NO.	DATE	DESCRIPTION	APP.							PRECISE PLAN OF DEVELOPMENT	
1	2/11/21	1ST SUBMITTAL								KATELLA AVE. STREET SCENE	
2	4/9/21	2ND SUBMITTAL								KATELLA AVENUE, STANTON, CA 90680	
3	5/13/21	3RD SUBMITTAL								CITY OF STANTON	
										COUNTY OF ORANGE	
PREPARED UNDER THE DIRECTION OF:										SHEET 30 OF 37	
ERIC R. KOUGH, AIA #C-26497						DATE				A18	



Note:
Colors indicated are for illustrative purposes only
and the paint colors and materials will be per the
submitted color schemes and material boards.

WESTERN AVENUE STREET SCENE

REVISIONS				REFERENCES		SEAL: 	DEVELOPER:  KB HOME COASTAL 9915 MIRA MESA BLVD, SUITE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL. (858) 877-4262	TENTATIVE TRACT MAP 19145	
NO.	DATE	DESCRIPTION	APP.		PRECISE PLAN OF DEVELOPMENT				
1	2/11/21	1ST SUBMITTAL			WESTERN AVE. STREET SCENE				
2	4/9/21	2ND SUBMITTAL			KATELLA AVENUE, STANTON, CA 90680				
3	5/13/21	3RD SUBMITTAL			CITY OF STANTON COUNTY OF ORANGE				
								A19 SHEET 31 OF 37	

Luminaire Schedule									
Type	Symbol	Qty	Label	Arrangement	LLF	Description	Lum. Lumens	Lum. Watts	Total Watts
A1		2	NERI NOVA M T2	SINGLE	0.900	3500lm 730 Type II A	3500	27.6	55.2
A2		4	NERI NOVA M T4	SINGLE	0.900	3500lm 730 Type IV A	3500	27.6	110.4
A3		3	NERI NOVA M T5	SINGLE	0.900	3500lm 730 Type V A	3500	27.6	82.8
B1		37	ARCLUCE IKLOU BOLLARD	SINGLE	0.900	S-KK0213US-16S-0870002D-730-16US	620	13	481
D1		4	ARCLUCE TITO25	SINGLE	0.900	0682003C-830-30	225	2	8
D2		1	TECH LIGHTING - BOWMAN 12	SINGLE	0.900	7000PBOW9XX12UNV	1259	21.2	21.2
D3		2	TERON CHAPARRAL- TREE DOWNLIGHT	SINGLE	0.900	CHL55-L5_3-BZ-3	483	5	10
D4		16	TERON CHAPARRAL- TREE ACCENT	SINGLE	0.900	CHL55-L5_3-BZ-3	483	5	80
W1		72	GENERIC WALL PACK	SINGLE	0.900	7023	391	8.1	583.2

Calculation Summary					
Label	CalcType	Units	Avg	Max	Max/Avg
VEHICLE HARDSCAPE	Illuminance	Fc	1.12	2.8	2.50
PARKING- EAST	Illuminance	Fc	1.42	2.50	1.76
PARKING- NORTH	Illuminance	Fc	1.48	1.90	1.28
PARKING- SOUTH	Illuminance	Fc	1.12	2.40	2.14
PEDESTRIAN AISLE CENTER LEFT	Illuminance	Fc	1.31	2.90	2.21
PEDESTRIAN AISLE CENTER RIGHT	Illuminance	Fc	1.07	2.30	2.15
PEDESTRIAN AISLE NORTH	Illuminance	Fc	1.24	2.50	2.02
PEDESTRIAN AISLE SOUTH	Illuminance	Fc	1.14	2.80	2.46
TRESPASS	Illuminance	Fc	0.04	0.47	N/A

ARCLUCE TITO25 POST LIGHT
W/ NARROW BEAM ANGLE
WATTAGE: 2
QTY: 4

TERON CHAPARAL TRELLIS DOWN LIGHT
W/ WIDE BEAM ANGLE
WATTAGE: 5
QTY: 18 (16 UP / 2 DOWN)

ARCLUCE KLOU180 BOLLARD
W/ 180 DEGREE DISTRIBUTIONS
WATTAGE: 13
QTY: 37

NERI NOVA M STREET LIGHT
W/ TYPE 2 & 4 LIGHT DISTRIBUTION
MOUNTING HEIGHT: 14'-00"
WATTAGE: 26
QTY: 9

TECH LIGHTING BOWMAN 12 PENDANT W/
WIDE DISTRIBUTION OPTIC
WATTAGE: SOLAR
QTY: 1

ARCHITECTURAL WALL LIGHT. EXACT LOCATIONS
& SPECIFICATION SET BY ARCHITECT. ALL
LIGHTS CONTROLLED BY PHOTOCELL.

REVISIONS				REFERENCES			
NO.	DATE	DESCRIPTION	APP.				
1	2/11/21	1ST SUBMITTAL					
2	4/9/21	2ND SUBMITTAL					
3	5/13/21	3RD SUBMITTAL					

DR: 050-270-0503
4050 MERCURY ST. STE. 210
SAN DIEGO, CA 92104
WWW.VISUALCONCEPTS.COM

PREPARED UNDER THE DIRECTION OF:
MARIO A. PEREZ
NAME _____

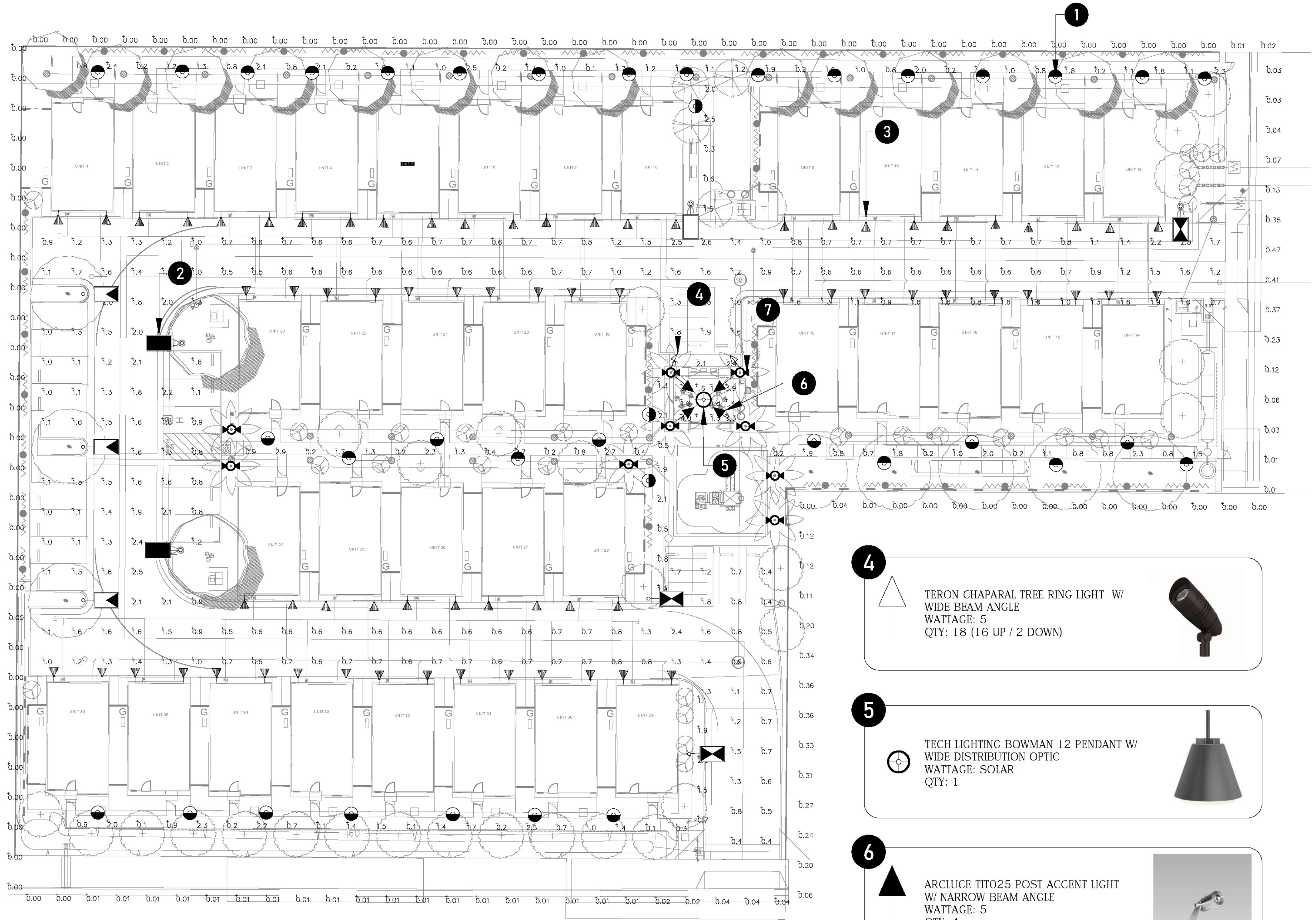
05/12/2021
DATE _____

SEAL:

DEVELOPER:


KB HOME COASTAL
9915 MIRA MESA BLVD,
SUITE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSBACK
TEL. (858) 877-4262

TENTATIVE TRACT MAP 19145
PRECISE PLAN OF DEVELOPMENT
TITLE SHEET
KATELLA AVENUE, STANTON, CA 90680
CITY OF STANTON
COUNTY OF ORANGE
LP1
SHEET 32 OF 37




1

ARCLUCE KLOU180 BOLLARD
W/ 180 DEGREE DISTRIBUTIONS
WATTAGE: 13
QTY: 37



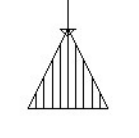
2

NERI NOVA M STREET LIGHT
W/ TYPE 2 & 4 LIGHT DISTRIBUTION
MOUNTING HEIGHT: 14'-00"
WATTAGE: 26
QTY: 9




3

ARCHITECTURAL WALL LIGHT. EXACT LOCATIONS
& SPECIFICATION SET BY ARCHITECT. ALL
LIGHTS CONTROLLED BY PHOTOCELL.




4

TERON CHAPARAL TREE RING LIGHT W/
WIDE BEAM ANGLE
WATTAGE: 5
QTY: 18 (16 UP / 2 DOWN)



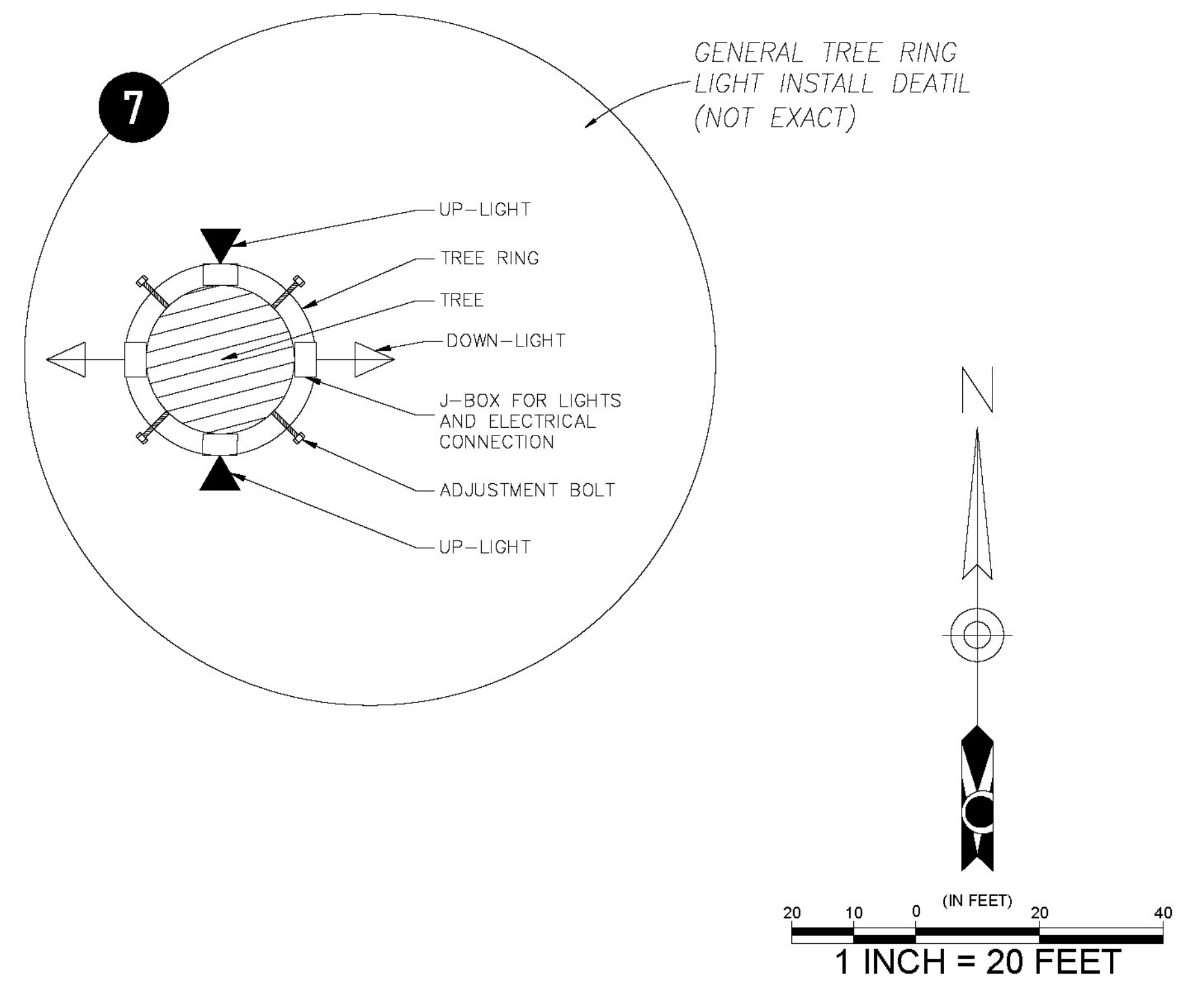
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TECH LIGHTING BOWMAN 12 PENDANT W/
WIDE DISTRIBUTION OPTIC
WATTAGE: SOLAR
QTY: 1




6

ARCLUCE TITO25 POST ACCENT LIGHT
W/ NARROW BEAM ANGLE
WATTAGE: 5
QTY: 4



REVISIONS			
NO.	DATE	DESCRIPTION	APP.
1	2/11/21	1ST SUBMITTAL	
2	4/9/21	2ND SUBMITTAL	
3	5/13/21	3RD SUBMITTAL	

REFERENCES



DR: 050-270-4503
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SAN DIEGO, CA 92104
WWW.VISUALCONCEPTSLIGHTING.COM

PREPARED UNDER THE DIRECTION OF:
MARIO A. PEREZ
NAME _____ DATE 05/11/2021

SEAL: 

DEVELOPER: 

KB HOME COASTAL
9915 MIRA MESA BLVD,
SUITE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSBACK
TEL. (656) 877-4262

TENTATIVE TRACT MAP 19145
PRECISE PLAN OF DEVELOPMENT

SITE LAYOUT

KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON
COUNTY OF ORANGE

LP2
SHEET 33 OF 37



NERI

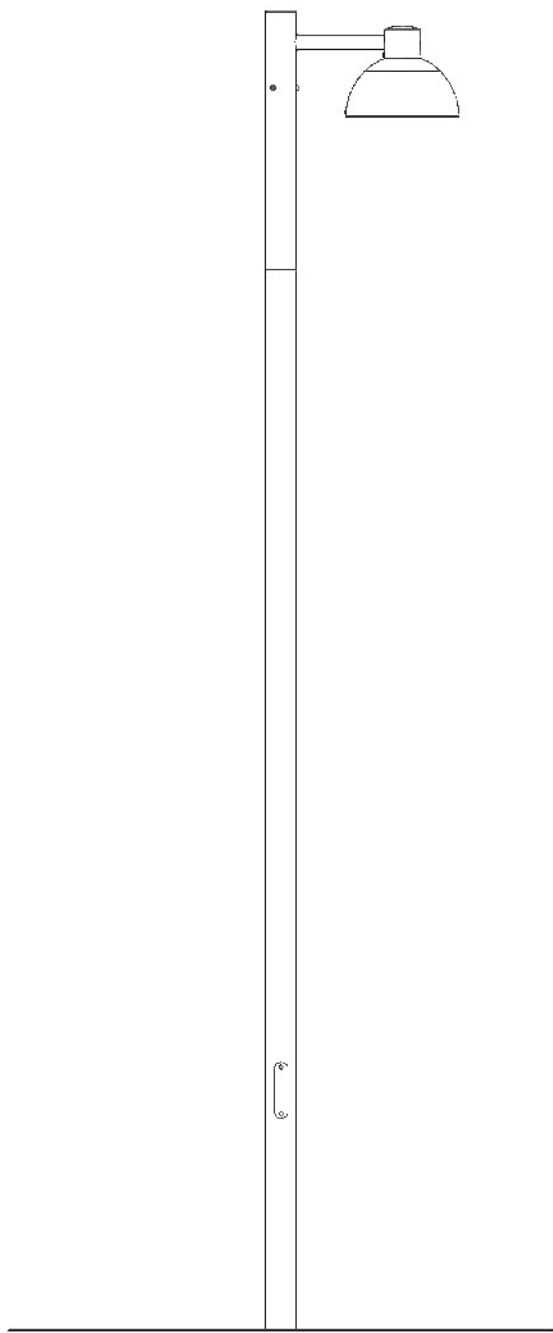
POSTS

Models

Post: 1126.401
Top: 4102,142.500
Lantern: MN13

Dimensions

Total height: 15' 3 1/4"
Light point height: 13' 0 1/4"
Pole height: 11' 5 3/4"
Projection: 0"
Scale 1:25



NERI North America Inc. - 1835 NW 112th Avenue Suite Miami 178 - FL 33172 - USA - T +1 786 315 4367 - F +1 786 257 1336 - E neri.us@neri.biz
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Company shall reserve the right at any time and from time to time to modify the specifications or features or to discontinue the sale of any products.

NERI

Nova M
Cod. **MNN03L**

Fixing: Lateral
Source: LED-P

Technical sheet
Rev. 05 - 2020/04/07

DESCRIPTION

- EMC/EN 60528 (B-M1) safety mark.
- In compliance with EN 60568-1; EN 60568-2-3; EN 62031; EN 60515 EMC; EN 61547 EMC; EN 61000-3-2/3; IEC TR 62778.

Mechanical information	Height	Width	Length	Weight	IP	IK	Area (S)
302 mm	375mm	375mm	13,2 Kg	66	68	—	0,08 m ² - 1,311 m ²

Electrical characteristics				
Voltage	Frequency	Cos φ	Classe Isolamento	Operative Temp.
220-240V	50-60Hz	> 0,9	CL III	-35°C / +42°C

- Classe I of insulation (on request).

Fixing

- Suitable for side mounting.
- Luminaires can be installed only on apps cod. 4102,142,500 - 4202,242,500 and on wall bracket cod. 4293,142 of Nova system.

Materials

- Die-cast aluminum (Al) EN 1706.
- Extra clear transparent tempered flat glass.
- Polycarbonate (PC).
- Stainless steel fasteners.

Structure - Main components

- Hemisphere: upper frame with central cylindrical element equipped with a shrink for coupling on Ø 60 mm tube.
- Lower frame that can be opened by means of a hinge to access the auxiliary and control component.
- White PC internal reflector.
- Protective screen in extra clear tempered glass.
- On/off switch for internal/external pressure balancing.
- Dedicated compartment to house any additional voltage meters or remote control systems.

Electrical auxiliaries

- Electronic power supply with short-circuit, over-temperature and overvoltage protection with estimated life time 30,000 h.
- Automatic disconnection switch on opening.
- Terminal block for cables with max. section 2,5mm².
- Power cables only with PSE (B category Ø 10-14mm).
- Standard DM and CM 6kV/10kV (CL, L, C, I) differential mode overvoltage protection and 10kV/10kV (CL, L, C, I) additional protection (on request).

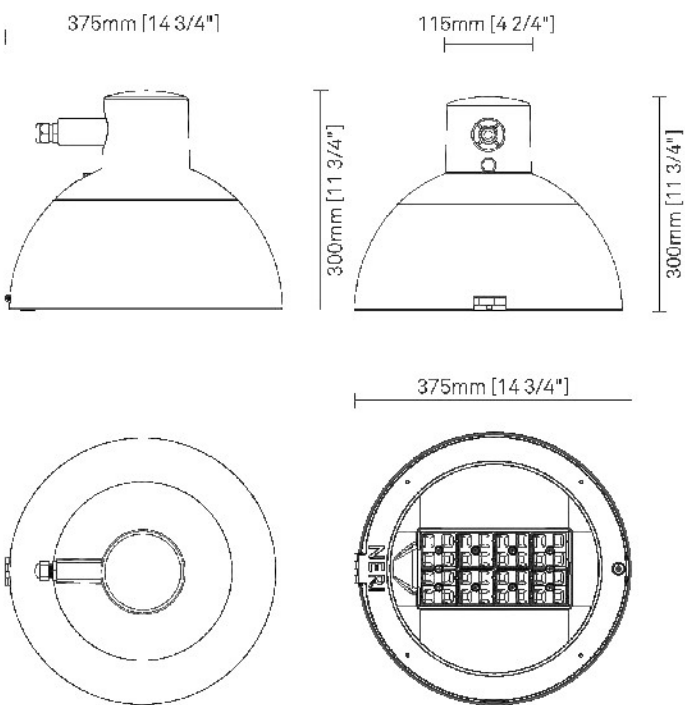
Operations - Maintenance

- Periodic maintenance for external cleaning of the structure and the screen from dust and smog and for checking the tightening of the support.
- Refer to the product installation and maintenance manuals.
- It is the responsibility of the installer to ensure correct installation and electrical connection in compliance with the applicable standards in force.

Painting

- Upper frame standard colour Black Grey.
- Lower frame, max. L white RAL 9010.
- Painting cycles - see specific sheet.

DRAWINGS AND TECHNICAL INFORMATIONS



NERI

Top with a lateral arm
Outside insertion of tube
Ø 89 mm

Cod. 4102,142.500

Technical sheet
Rev. A - 12/2015

DESCRIPTION

- Outside insertion on tube diam. 89 mm.
- A lateral linear arm Ø 48 mm.
- Free orientation of arm.

Materials

- Steel tubes UNI EN 10219-1, S235JR, hot galvanized as UNI EN ISO 1461 norm.
- Plastic material.
- Screws in stainless steel.

Structural elements

- Top composed with two tubes in hot galvanized steel welded together.
- The vertical tube height 550 mm, Ø 102 mm, is equipped with three screws (A) M10 placed at 120° and must be inserted above the end of pole Ø 89 mm for a height of 550 mm. The tube at the top is closed with a plastic cap (C).
- The horizontal arm, length 330 mm, Ø 48 mm, is welded to the vertical tube, and is equipped at the end of two grana M8 (B), suitable for the mounting of light fixture serie NOVA, w Ø lateral coupling groove serie MNN13L.
- The power cable (max. Ø 14 mm) passes inside of arm.

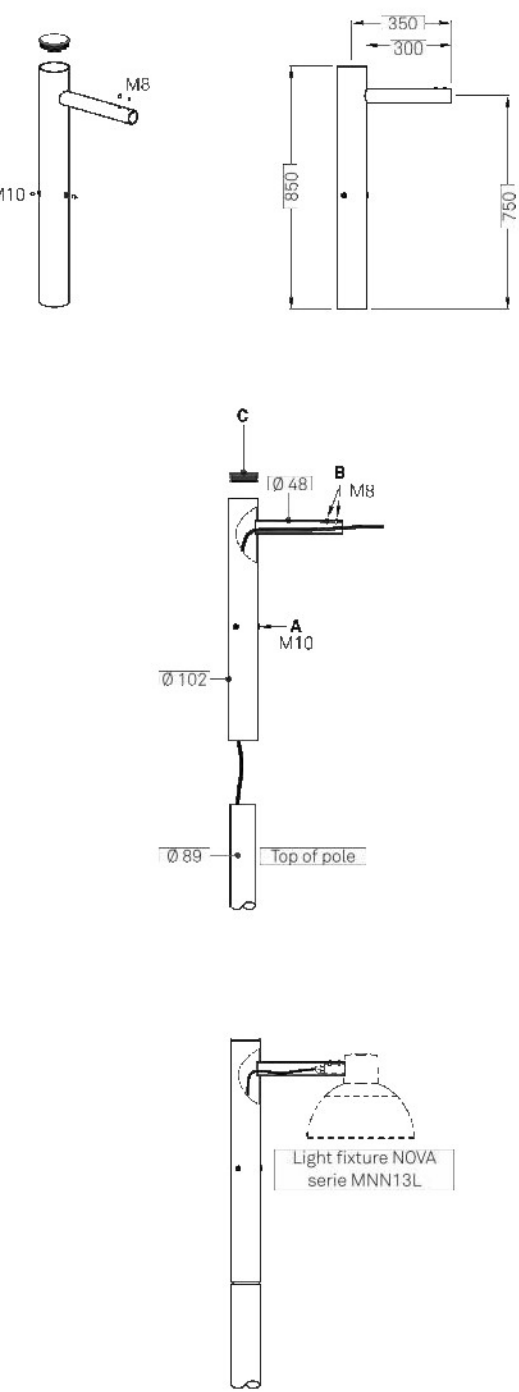
Dimensions and weight

- Height max: 850 mm (to be added to pole).
- Height of light point connection: 750 mm.
- Arm projection: 330 mm.
- Weight max: 9,4 Kg.

Painting

- Standard color is dark matt gray, type Neri.
- Information about paint cycle used on this product in specific technical sheet.

DRAWING - MEASURES (mm)



NERI

Pole 1126.400

Mounting with masonry

Technical sheet
Rev. A - 12/2015

DESCRIPTION

- Pole in compliance with UNI EN 40-5 norms.
- Verified as UNI EN 40-3-3 norm (wind velocity 25 m/s).

Predisposition

- 4 for tops to insert on tube diam. 89 mm.

Materials

- Steel Tubes UNI EN 10219-1, S235JR, hot galvanized as UNI EN ISO 1461 norm.

Structural elements

- Pole (A) in hot galvanized steel, composed by two tubes welded together:
- tube diam. 102 x 4100 mm
- tube diam. 89 x 500 mm (part on which insert the top).
- weight 36 Kg.

Standard equipment

- 1 hot-dip zinc plate (B), height 200 mm, to apply on the pole at the pavement level to protect it from corrosion.
- Slot (C) for terminal board (H: 132 x 38 mm).
- Holes (D) in die-cast aluminum, to close the slot for terminal board.
- Protection rating IP 54.
- Slot (E) for passage of power cables (H: 130 x 60 mm), positioned 380 mm below the pavement level.
- Terminal for grounding (bushing M10).

Dimensions and weight

- Height max: 4600 mm.
- Diameter at the base: 102 mm.
- Weight max: 35,3 Kg.

Mounting

- With masonry to be cemented to the foundation plinth (P).
- Masonry depth: 400 mm.
- Masonry diameter: 102 mm.

Painting

- Standard color is dark matt gray, type Neri.
- Information about paint steps used on this product in specific technical sheet.

Note

- In the drawing, the foundation plinth (P) is not dimensioned, since must be calculated from design.
- The purpose is to highlight the dimensions of the masonry and the positioning of the slot for input cables, to prepare the necessary canalization.

DRAWING - MEASURES (mm)



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REVISIONS				REFERENCES			
NO.	DATE	DESCRIPTION	APP.				
1	2/11/21	1ST SUBMITTAL					
2	4/9/21	2ND SUBMITTAL					
3	5/13/21	3RD SUBMITTAL					

PREPARED UNDER THE DIRECTION OF:		05/11/2021	
MARIO A. PEREZ		DATE	
NAME			

SEAL:	DEVELOPER:
	KB HOME COASTAL 9915 MIRA MESA BLVD, SUITE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL. (656) 877-4262

TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT	
AREA LIGHT SPECS	
KATELLA AVENUE, STANTON, CA 90680	
CITY OF STANTON COUNTY OF ORANGE	LP3 SHEET 34 OF 37



KLOU-IK180 (Model)



TECHNICAL INFORMATION	
Watt	6W – 28W
Luminaire	Up to 1450lm
CCT	3000K – 4000K
CRI	>70 – >80
Wiring	120V 60Hz, 120-277V 60Hz / 0-10V
LED life time	> 60000h - L80 - B20 (Ta 25°C), > 50000h - L80 - B20 (Ta 25°C)
Color	Black - 12 / Aluminium - 21 / Grey - 16

IES Files

DESCRIPTION

Construction

- Die-cast aluminium body (EN 47100).
- Extruded aluminium pole.
- Double layer polyester powder paint resistant to corrosion and salt spray fog.
- Silicone rubber gaskets.
- AISI 316 stainless steel external screws.

Electrical & Optics

- Universal input voltage: 120-277V 50/60Hz or 120V 50/60Hz according to model variant.
- 0-10V dimming available.
- Wiring on removable galvanized steel tray.
- High-efficiency LEDs with standard 3000K, 4000K (2700K or other CCTs available on request).
- Screen made of 5/32" thermal-shock resistant tempered glass.

Listings

- Intertek certified to U.S. and Canadian standards suitable for wet locations (ETL mark).
- Suitable for mounting within 1.2 m (4 ft) of ground.
- Rated IP66 per EN60598.
- Luminaire rated for -20°C minimum ambient.
- High quality LED sources characterized according to IES TM-30, with high color consistency <3SDCM and long useful life >60000 hours at L80.

Installation

- Surface installation.
- Double cable gland M20 for through wiring.
- Die-cast aluminium base (EN 47100) for anchoring with rawlplugs.
- Supplied with steel base plate and J-shaped anchor bolts.
- Available on request zinc-plated steel pillar for reinforced anchoring.
- Supplied with power cord (18AWG conductors).

IP66

IK09

ETL

2.15 ft

VERSIONS (Click on below link to configure your product)



small

Size:
Ø 7" 1/4
9" 27/32



medium

Size:
Ø 7" 1/4
12" 111/16 to 39" 3/8



large

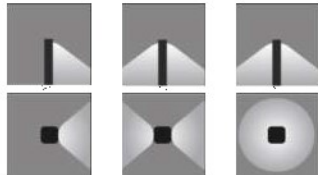
Size:
Ø 7" 1/4
39" 3/8



+ decorative glass

Size:
Ø 7" 1/4
9" 27/32 to 39" 3/8

OPTICS



See accessories in the next page

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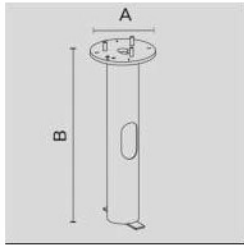
arcluce-us.com



HOT DIPPED ZINC-COATED STEEL BASEMENT FOR GROUND ANCHORING.

Arcluce Code
Code Ref.

1099092X



TECHNICAL INFORMATION

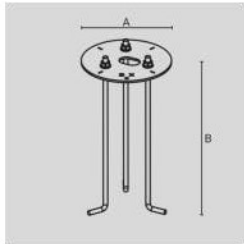
Color
Weight

Chrome - 31
11.02 lb

ZINC-COATED AND PAINTED STEEL BASE PLATE WITH ZINC-COATED STEEL STUD BOLTS. 350 MM HIGH.

Arcluce Code
Code Ref.

1099398X-21



TECHNICAL INFORMATION

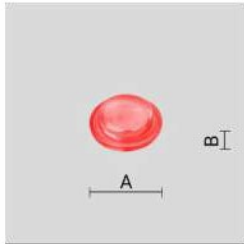
Color
Weight

Aluminium - 21
3.09 lb

COLORLED GLASS FILTERS TO BE ORDERED TOGETHER WITH THE DEVICE.

Arcluce Code
Code Ref.

1099191X-13
S7990-13



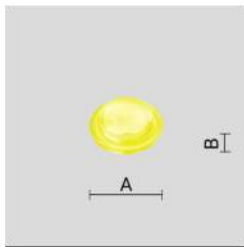
Color
Weight

Red - 13
0.09 lb

COLORLED GLASS FILTERS TO BE ORDERED TOGETHER WITH THE DEVICE.

Arcluce Code
Code Ref.

1099191X-14
S7990-14



Color
Weight

Yellow - 14
0.09 lb

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REVISIONS

NO.	DATE	DESCRIPTION	APP.
1	2/11/21	1ST SUBMITTAL	
2	4/9/21	2ND SUBMITTAL	
3	5/13/21	3RD SUBMITTAL	

REFERENCES



PREPARED UNDER THE DIRECTION OF:

MARIO A. PEREZ

NAME

05/11/2021

DATE

SEAL:



DEVELOPER:



KB HOME COASTAL
9915 MIRA MESA BLVD,
SUITE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSBACK
TEL. (656) 877-4262

TENTATIVE TRACT MAP 19145
PRECISE PLAN OF DEVELOPMENT

BOLLARD SPECS

KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON
COUNTY OF ORANGE

LP4
SHEET 35 OF 37

BOWMAN 12 OUTDOOR PENDANT



BOWMAN 12 OUTDOOR PENDANT



The scale and classic profile of the Bowman pendant make a strong design statement in both residential and commercial outdoor environments. Featuring a spun aluminum body and white diffuser, the Bowman pendant houses a powerful LED light source designed to deliver soft, diffused down lighting for controlled and distinctive illumination.

- Outstanding protection against the elements:**
- Powder coat finishes
 - Stainless Steel mounting hardware
 - Impact-resistant, UV stabilized lensing
 - IP65 Rated

Adjustable distance from ceiling

SPECIFICATIONS

DESIGNER LUMENS	1325.1
WATTS	21
VOLTAGE	Universal 120-277V
DIMMING	0-10V, ELV, TRIAC
LIGHT DISTRIBUTION	Symmetric
MOUNTING OPTIONS	Ceiling
ADJUSTABILITY	Adjustable stem length (3", 6" and 12") Integrated ball joint that accommodates steep ceiling up to 85°
CCT	2700K, 3000K or 4000K
CRI	95+
COLOR RENDERING	3 Step
BUG RATING	B1-U2-G1
DARK SKY	Non-compliant
WET LISTED	IP65
GENERAL LISTING	ETL
CALIFORNIA TITLE 24	Can be used to comply with CEC 2019 Title 24 Part 6 for outdoor use. Registration with CEC Appliance Database not required.
START TEMP	-30°C
FIELD SERVICEABLE LED	Yes
CONSTRUCTION	Aluminum
HARDWARE	Stainless Steel
FINISH	Powder Coat
LED LIFETIME	L70: >60,000 Hours
WARRANTY**	5 Years
WEIGHT	5.2 lbs.

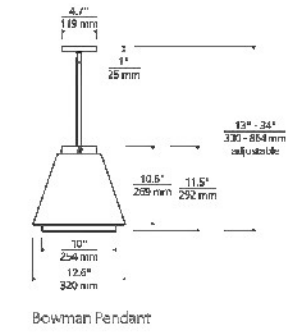
* Visit techlighting.com for specific warranty limitations and details.
** Merger and/or acquires are not required for areas with high winds, which can cause
damage to the fixture.

ORDERING INFORMATION

PRODUCT	CODE	WIDTH	FINISH	VOLTAGE
BOWMAN 12	120000	14"	BLACK	120-277V
BOWMAN 12	120001	14"	BRASS	120-277V
BOWMAN 12	120002	14"	BRASS	120-277V

ROHS: YES (VIO) GREEN: YES (VIO) AND (VIO) LUMINOUS

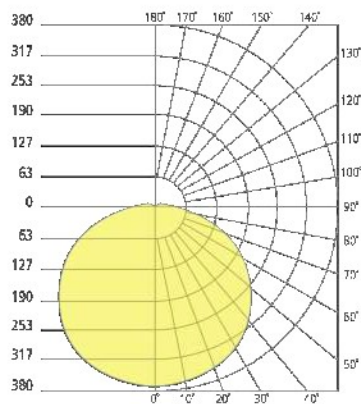
techlighting.com



PHOTOMETRICS*

BOWMAN 12 PENDANT*
Total Lumen Output: 1325.1
Total Power: 21
Luminous Efficacy: 63
Color Temp: 4000K
CRI: 95+
BUG Rating: B1-U2-G1

* Visit techlighting.com for specific warranty limitations and details.



PROJECT INFO

PROJECT NAME & ID	PROJECT NO.



VISUAL CONCEPTS & CO.
1000 E. 1st Avenue, Suite 100, Brea, CA 92607
TEL: (949) 440-4400

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Outdoor floodlights

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TITO25 (Model)



TECHNICAL INFORMATION

Watt	60W
Luminaire	Up to 220m
CCT	3000K - 4000K
CRI	95
Wiring	
LED life time	> 50000h - L80 - B20 (T4 25°C)
Color	Stainless Steel - 30

DESCRIPTION

VERSIONS (Click on below link to configure your product)



Size:	Size:
Ø 17" 31/32"	Ø 17" 31/32"
2" 1/4"	10" 1/4"
2" 1/2"	2" 5/8"

OPTICS



See accessories in the next page

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arcluce-us.com

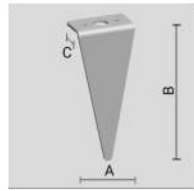
Accessories

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Accessories

Arcluce Code: 1099256X
Code Ref: W99070

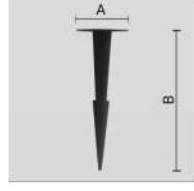


TECHNICAL INFORMATION

Weight: 0.18 lb

Accessories

Arcluce Code: 1099257X
Code Ref: W99070



TECHNICAL INFORMATION

Weight: 0.11 lb

Accessories

Arcluce Code: 1099340X-12
Code Ref: W9075-12



TECHNICAL INFORMATION

Color: Black - 12

Weight: 0.11 lb

Accessories

Arcluce Code: 1099375X-30
Code Ref: W9075-30



TECHNICAL INFORMATION

Color: Stainless Steel - 30

Weight: 0.11 lb

Arcluce North America Inc. 333 Bush Street - San Francisco, CA 94104 - Ph: +1 (408) 855-6275 - export@arcluce.it

arcluce-us.com



REVISIONS

NO.	DATE	DESCRIPTION	APP.
1	2/11/21	1ST SUBMITTAL	
2	4/9/21	2ND SUBMITTAL	
3	5/13/21	3RD SUBMITTAL	

REFERENCES



DB: 050-278-4503
4050 MERCURY ST. STE. 210
SAN DIEGO, CA 92104
www.visualconcepts-lighting.com

PREPARED UNDER THE DIRECTION OF:

MARIO A. PEREZ

NAME

05/11/2021

DATE

SEAL:



DEVELOPER:



KB HOME COASTAL
9915 MIRA MESA BLVD,
SUITE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSBACK
TEL: (619) 877-4262

TENTATIVE TRACT MAP 19145 PRECISE PLAN OF DEVELOPMENT CABANA STRUCTURE LIGHTING SPECS KATELLA AVENUE, STANTON, CA 90680	
CITY OF STANTON COUNTY OF ORANGE	LP5 SHEET 36 OF 37

CHAPARRAL SM LED

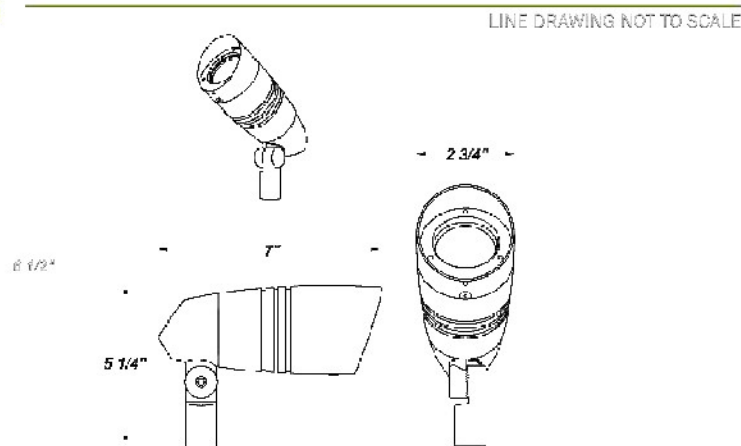
Architectural Outdoor



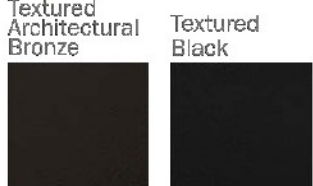
FEATURES

- Cast Aluminum Housing with Polyester Powder Coat Finish
- Reinforced Knuckle Design
- Water Draining Front End
- Integrated Cowl
- Integrated 4kv Surge Protection
- IP66 Rated - Dust and Waterproof
- Single LED Chip-on-Board Light Source
- Center-to-Edge Uniformity and Enhanced Beam Control
- Three-Step Binning For Tight Color Consistency
- 6 Year Limited Warranty
- LED Light Fixture
- Mounting: NPSM Threaded Fixture
- UL Listed Wet Location
- Vandal Resistant

LINE DRAWING



FINISHES



TERONLIGHTING.COM
33 DONALD DR. FAIRFIELD, OH 45014
P: 513.858.6004 F: 513.858.6038
E: SALES@TERONLIGHT.COM

We reserve the right to revise the design components of any product due to parts availability or change in UL standards, without assuming any obligation or liability to modify any products previously manufactured, and without notice.

1

CHAPARRAL SM LED

Architectural Outdoor



Picture Data

PRODUCT CODE	SOURCE/WATTAGE	VOLTAGE	DIMMING DRIVER
CHL - Chaparral	L5.3 - 5.3W LED Fixture L10.0 - 10.0W LED Fixture	120 - 277V	Not Applicable

ORDER INFO

Qty:	L5.3	120	Not Applicable
------	------	-----	----------------

Example: * (may not represent a manufacturable product)

Aesthetics & Options

TRIM	FINISH	COLOR TEMP	OPTIONS
SPOT - 15° Beam Spread WFL - 40° Beam Spread	BZ - Textured Architectural Bronze TB - Textured Black	30K - 3000K Color Temp.	BKTJB - Junction Box Mounting Bracket (Specify Finish: BZ or TB) PPT1 - 2.25" ID PVC Power Post w/ Stabilizer SMF - Surface Mounting Flange (Specify Finish: BZ or TB) ST12 - 12" Stem (Specify: BZ or TB) ST18 - 18" Stem (Specify: BZ or TB) ST24 - 24" Stem (Specify: BZ or TB)

ORDER INFO

Qty:	BZ	30K	BKTJB
------	----	-----	-------

Example: * (may not represent a manufacturable product)

PROD	SOURCE	30K SPECS
CHL	L5.3	• 30K - 3000K Color Temp. • 429 Delivered Lumens Per Watt
	L10.0	• 30K - 3000K Color Temp. • 750 Delivered Lumens • 75 Delivered Lumens Per Watt

REPLACEMENT PART	PART NO	NOTES
Not Applicable	Not Applicable	Don't see the configuration you are looking for? Call us today at (513) 858-6004



TERONLIGHTING.COM
33 DONALD DR. FAIRFIELD, OH 45014
P: 513.858.6004 F: 513.858.6038
E: SALES@TERONLIGHT.COM

We reserve the right to revise the design components of any product due to parts availability or change in UL standards, without assuming any obligation or liability to modify any products previously manufactured, and without notice.

2



REVISIONS

NO.	DATE	DESCRIPTION	APP.
1	2/11/21	1ST SUBMITTAL	
2	4/9/21	2ND SUBMITTAL	
3	5/13/21	3RD SUBMITTAL	

REFERENCES



DR: 050-278-4503
4050 MERCURY ST. STE. 210
SAN DIEGO, CA 92111
WWW.VISUALCONCEPTSLIGHTING.COM

PREPARED UNDER THE DIRECTION OF:

MARIO A. PEREZ

NAME

05/11/2021

DATE

SEAL:



DEVELOPER:



KB HOME COASTAL
9915 MIRA MESA BLVD,
SUITE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSBACK
TEL. (656) 877-4262

TENTATIVE TRACT MAP 19145
PRECISE PLAN OF DEVELOPMENT

TREE RING LIGHTING SPECS

KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON
COUNTY OF ORANGE

LP6
SHEET 37 OF 37

TENTATIVE TRACT MAP NO. 19145

FOR CONDOMINIUM PURPOSES

FOR PLANNED RESIDENTIAL DEVELOPMENT PURPOSES

RECORD OWNER

APN 079-371-09: THE STANTON HOUSING AUTHORITY, A JOINT EXERCISE OF POWERS AUTHORITY.

APN 079-371-12: BRILL C. PAET AND MARIA C. PAET, AS CO-TRUSTEES OF THE AMEUR TRUST, U/A DATED FEBRUARY 4, 2019.

APN 079-371-15: BUSCH, CARR AND MCADDO, A CALIFORNIA LIMITED PARTNERSHIP, AS TO AN UNDIVIDED ONE-NINTH INTEREST; GARDEN LANE, A LIMITED PARTNERSHIP, AS TO AN UNDIVIDED ONE-NINTH INTEREST; MELINDA GAIL WALLACE, TRUSTEE OF THE JEROME BRENT WALLACE TRUST DATED SEPTEMBER 6, 2013, AS TO AN UNDIVIDED TWO-NINTHS INTEREST; THE STANTON HOUSING AUTHORITY, A JOINT EXERCISE OF POWERS AUTHORITY, AS TO AN UNDIVIDED ONE-NINTH INTEREST; C. VICTOR CARICHER AN UNMARRIED MAN AND EMERY C. JORDAN, A SINGLE MAN, AS TO AN UNDIVIDED TWO-NINTHS INTEREST; LLOYD S. WHALEY, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY, AS TO AN UNDIVIDED ONE-NINTH INTEREST AND JAMES L. WAGONER AND RUTH ANN WAGONER, HUSBAND AND WIFE, AS JOINT TENANTS, AS TO AN UNDIVIDED ONE-NINTH INTEREST.

APN 079-371-26: MELINDA GAIL WALLACE, TRUSTEE OF THE JEROME BRENT WALLACE TRUST DATED SEPTEMBER 6, 2013.

LEGAL DESCRIPTION

SEE SHEET 2 FOR LEGAL DESCRIPTIONS.

EASEMENT NOTES

SEE SHEET 3 FOR EASEMENT INFORMATION.

BASIS OF BEARING

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN DCS HORIZONTAL CONTROL STATION GPS 3730 AND GPS STATION 3615 BEING SOUTH 0°20'47" EAST PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

DATUM STATEMENT

DATUM STATEMENT:
COORDINATES SHOWN ARE BASED OF THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD83, (2017.50 EPOCH DCS GPS ADJUSTMENT).

DISTANCES SHOWN HEREON ARE GROUND DISTANCES. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING GROUND DISTANCES BY 0.99999125, AVERAGE ELEVATION ABOVE MEAN SEA LEVEL = 60', SCALED ABOUT PT # 1 DCS 3730

BENCHMARK

BENCH MARK:
ORANGE COUNTY VERTICAL CONTROL
BM = 18-74-69
ELEVATION 59.20 (NAVD88) YEAR LEVELED 2005

SOURCE OF TOPOGRAPHY

TOPOGRAPHY SHOWN HEREIN WAS COMPILED FROM A GROUND SURVEY ON AUGUST 14, 2019.

UTILITIES

WATER.....GOLDEN STATE WATER COMPANY.....(909) 394-2275
SEWER.....CITY OF STANTON.....(714) 890-4205
STORM DRAIN.....CITY OF STANTON.....(714) 890-4205
GAS.....SO. CAL. GAS COMPANY.....(714) 634-3262
ELECTRICAL.....SOUTHERN CALIFORNIA EDISON.....(949) 458-4423
CABLE.....AT&T CALIFORNIA.....(714) 618-9125

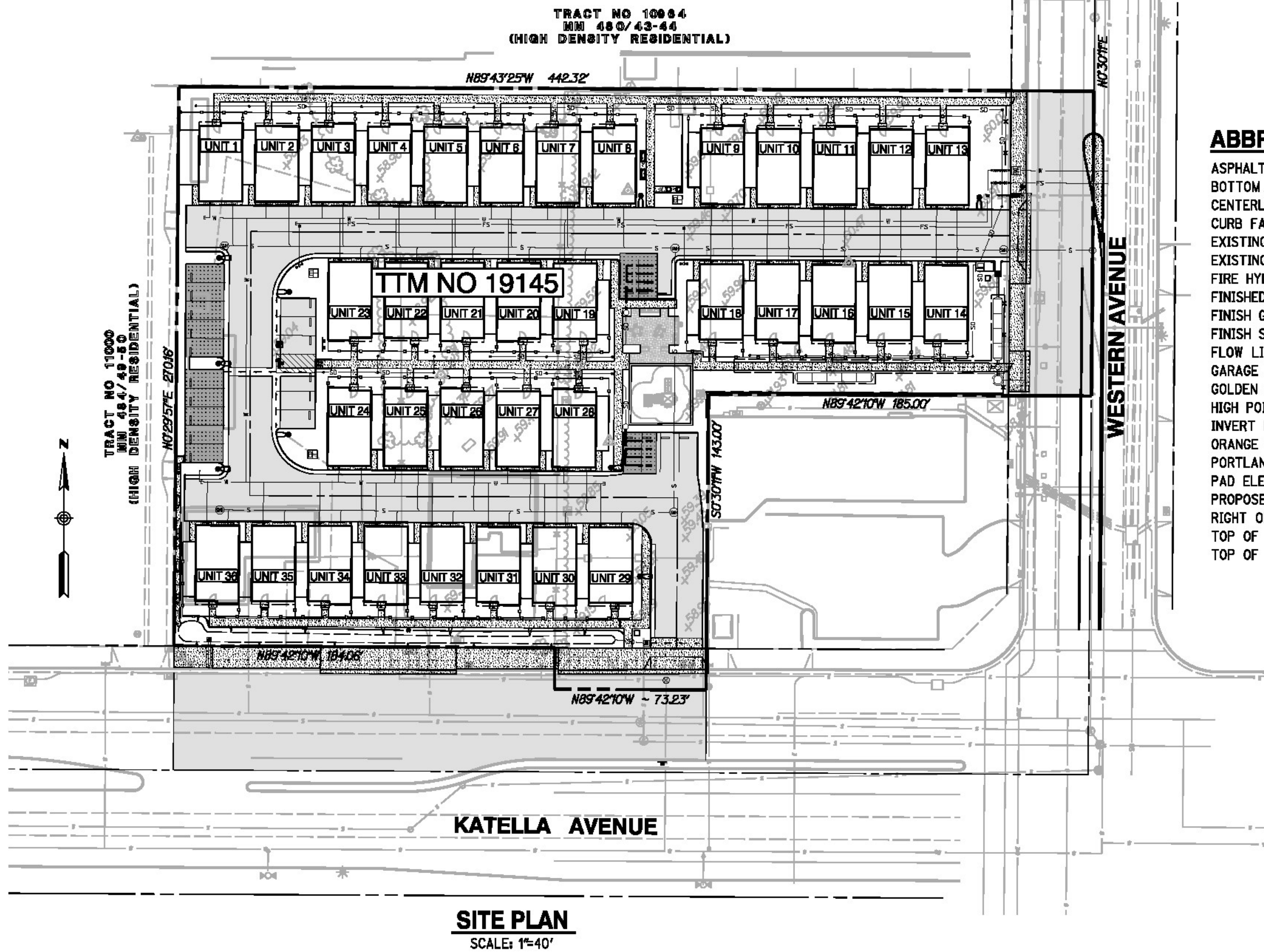
FLOOD ZONE DESIGNATION

ENTIRE PROJECT AREA IS WITHIN FEMA DESIGNATED FLOOD ZONE X PER FLOOD INSURANCE RATE MAP NO. 117 OF 539 AS SHOWN ON ORANGE COUNTY, FLOOD INSURANCE RATE MAP NO. 06059C0117J DATED DECEMBER 3, 2009. ZONE X IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD, AREAS OF 1% CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

KB HOME - KATELLA ASSEMBLAGE

APN 079-371-09, -12, -13, -15 -26, -27

CITY OF STANTON



SITE PLAN

SCALE: 1"=40'

SITE SUMMARY

SITE ADDRESS: 10941 & 10921 WESTERN AVENUE
7401, 7421 & 7455 KATELLA AVENUE
CITY OF STANTON, CA 90680

ASSESSOR PARCEL NO. (APN): 079-371-09, -12, -13, -15, -26 & -27

LAND USE: EXISTING: SINGLE FAMILY HOUSES AND VACANT
PROPOSED: SINGLE FAMILY DETACHED CONDOMINIUMS

ZONING: EXISTING: RH (HIGH DENSITY RESIDENTIAL) &
GENERAL MIXED-USE OVERLAY (GLMX)
PROPOSED: RH (HIGH DENSITY RESIDENTIAL) &
GENERAL MIXED-USE OVERLAY (GLMX)

GENERAL PLAN: EXISTING: HIGH DENSITY RESIDENTIAL
PROPOSED: HIGH DENSITY RESIDENTIAL

NO. OF LOTS: EXISTING: 6
PROPOSED: 1

SITE AREA: GROSS: 2.555 ACRES (111,296 SF)
- INCLUDES 0.468 ACRES (20,415 SF)
OF PUBLIC RIGHT OF WAY.

PROPOSED DWELLING UNITS: 36

DENSITY: GROSS: 16 DU/AC

RICK
ENGINEERING COMPANY
36 DISCOVERY - SUITE 240
IRVINE, CA 92618
949-588-0707
J-18554AC
SEAL:
BARRY J. COWAN
No. 46568
Exp. 6/30/23
CIVIL
STATE OF CALIFORNIA
PREPARED UNDER THE DIRECTION OF:
BARRY J. COWAN, RCE #C46568
7-16-2021
DATE

DEVELOPER:
kb
HOME
KB HOME COASTAL
9915 MIRA MESA BLVD,
SUITE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSBACK
TEL. (858) 877-4262

TENTATIVE TRACT MAP 19145

KATELLA ASSEMBLAGE

TITLE SHEET

KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON
COUNTY OF ORANGE

SHEET 1 OF 7

PRELIMINARY
NOT FOR CONSTRUCTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS ALAMITOS, AS SHOWN ON MAP NO. 2 ATTACHED TO THE FINAL DECREE OF PARTITION OF SAID RANCHO, A CERTIFIED COPY OF WHICH WAS RECORDED FEBRUARY 2, 1891, IN BOOK 14, PAGE 31 OF DEEDS, RECORDS OF ORANGE COUNTY, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10.00 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, S 88° 36' 33" W, 185.00 FEET ALONG SAID NORTH LINE, 185.00 FEET TO THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, S 00° 09' 58" E, PARALLEL TO SAID EAST LINE OF SECTION 23, DISTANT 330.18 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, S 73° 30' 48" W, 330.18 FEET ALONG SAID SOUTH LINE; THENCE, N 00° 10' 48" W, DISTANT 330.16 FEET TO A POINT IN THE NORTH LINE OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10.00 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE, N 88° 36' 33" E, DISTANT 73.30 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM AN UNDIVIDED 8/9 INTEREST IN AND TO THE NORTH
20.00 FEET OF THE EAST 20.00 FEET THEREOF.

ALSO EXCEPTING THEREFROM SOUTH 40 FEET OF LAND DEDICATED FOR HIGHWAY AND INCIDENTAL PURPOSES RECORDED JULY 31, 1952 IN BOOK 2363, PAGE 603 OF OFFICIAL RECORDS, AND ALSO RECORDED FEBRUARY 11, 1954 IN BOOK 2677, PAGE 433 OF OFFICIAL RECORDS, ALL OF RECORDS OF ORANGE COUNTY.

APN: 079-371-09

PARCEL A: (APN: 079-371-12)

THE NORTH 73 FEET OF THE SOUTH 256 FEET OF THE EAST 185 FEET OF THE EAST HALF OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, IN TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 11, MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

PARCEL B: (APN: 079-371-13)

THE EAST 185.00 FEET OF THE EAST ONE-HALF OF THE SOUTH ONE-HALF OF THE EAST 10.00 ACRES OF THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 23, IN TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 11, MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

EXCEPTING THEREFROM THE SOUTH 265.00 FEET.

PARCEL 1:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4, SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP IN BOOK 51, PAGE 11, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE ORANGE COUNTY RECORDER, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER DISTANT SOUTH 89° 35' 50" WEST 205 FEET FROM THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER, 20 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF, 20 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER TO A POINT ON THE NORTH LINE OF SAID SOUTH HALF, THENCE WESTERLY TO THE POINT OF BEGINNING.

APN: 079-371-15

PARCEL 2;

AN EASEMENT FOR INGRESS AND EGRESS AS RESERVED IN THE OFFICIAL
DEED RECORDED MAY 17, 1951 IN BOOK 2189, PAGE 286 OF OFFICIAL
RECORDS OVER THE NORTH 15 FEET OF THE EAST 185.00 FEET OF THE
EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 23, IN TOWNSHIP 4
SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE COUNTY OF
THE SOUTH ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF THE
SOUTHWEST ONE-QUARTER OF SECTION 23, IN TOWNSHIP 4 SOUTH,
RANGE 11 WEST, IN THE RANCHO LOS COYOTES, IN THE COUNTY OF
ORANGE, STATE OF CALIFORNIA, AS SHOWN ON MAP THEREOF
RECORDED IN BOOK 2189, PAGE 11, MISCELLANEOUS MAPS, RECORDS
OF SAID ORANGE COUNTY.

EXCEPTING THEREFROM THE SOUTH 256.00 FEET.

PARCEL 1: (APN: 079-371-26)
THAT PORTION OF THE WEST HALF OF THE SOUTH HALF OF THE EAST 10
ACRES OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE
SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11
WEST, IN THE RANCHO LOS COYOTES, AS SHOWN ON A MAP RECORDED
IN BOOK 51, PAGE 14 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE
COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID WEST HALF; THENCE SOUTH 0° 12' 55" EAST 329.97 FEET TO THE SOUTHEAST CORNER OF SAID WEST HALF; THENCE SOUTH 89° 36' 45" WEST 110.49 FEET ALONG THE SOUTH LINE OF SAID SECTION; THENCE NORTH 0° 13' 25" WEST 329.94 FEET TO THE NORTH LINE OF SAID WEST HALF; THENCE NORTH 89° 35' 50" EAST 110.53 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTHERLY 60.00 FEET THEREOF AS
CONVEYED TO THE COUNTY OF ORANGE IN DEED RECORDED
SEPTEMBER 2, 1977 IN BOOK 12363, PAGE 1736 OF OFFICIAL RECORDS
OF SAID ORANGE COUNTY.

PARCEL 1A: (APN: 079-371-15)

AN UNDIVIDED ONE NINTH INTEREST IN THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51 PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER DISTANT 30 FEET TO THE SOUTHWEST CORNER OF THE EAST 10 ACRES OF SAID SOUTHWEST QUARTER; THENCE SOUTHWESTERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER 20 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 20 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTH HALF 30 FEET TO THE NORTHERLY LINE OF SAID SOUTH HALF; THENCE WESTERLY TO THE POINT OF BEGINNING.

PARCEL 2: (APN: 079-371-27)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51 PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTH
HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTHEAST
QUARTER OF SAID SOUTHWEST QUARTER DISTANT SOUTH 89° 35' 50"
WEST 268.30 FEET FROM THE EAST LINE OF SAID SOUTHWEST QUARTER;
THENCE NORTH 12° 05' EAST 125.87 FEET TO THE NORTHEAST CORNER OF
SAID SOUTHWEST QUARTER; THENCE SOUTH 89° 36' 45" WEST 73.23
ALONG SAID SOUTH LINE, TO THE SOUTHWEST CORNER OF THE EAST
HALF OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTHEAST
QUARTER OF SAID SOUTHWEST QUARTER; THENCE NORTH 0° 12' 55"
WEST 225.87 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF;
THENCE NORTH 89° 35' 50" EAST 73.31 FEET TO THE POINT OF
BEGINNING.



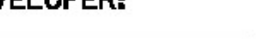
EXCEPTING THE SOUTHERLY 60 FEET OF SAID LAND AS GRANTED TO THE COUNTY OF ORANGE, BY DEED RECORDED SEPTEMBER 2, 1977 IN BOOK 12363, PAGE 1740, OFFICIAL RECORDS.

PARCEL 2A: (APN: 079-371-15)

AN UNDIVIDED ONE NINTH INTEREST IN THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 11 WEST, IN THE RANCHO LOS COYOTES, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51 PAGE 11 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF THE SOUTH HALF OF THE EAST 10 ACRES OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SOUTHWEST QUARTER DISTANT SOUTH 89° 30' WEST 205 FEET FROM THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER 20 FEET; THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF SAID SOUTH HALF 20 FEET; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER TO THE POINT OF BEGINNING; THE EAST LINE OF SAID SOUTH HALF; THENCE WESTERLY

REVISIONS			
NO.	DATE	DESCRIPTION	APP.
1	2/11/21	1ST SUBMITTAL	
2	4/9/21	2ND SUBMITTAL	
3	5/13/21	3RD SUBMITTAL	
4	6/8/21	4TH SUBMITTAL	
5	7/14/21	ADDRESS PLANNING COMMISSION COMMENTS	

 <p>RICK ENGINEERING COMPANY Orange</p>	<p>36 DISCOVERY - SUITE 240 IRVINE, CA 92618 949-586-0707</p>	<p>J-18554AC</p>	<p>SEAL:</p> 	<p>DEVELOPER:</p> 	<p>KB HOME COASTAL 9915 MIRA MESA BLVD, SUITE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL. (858) 877-4262</p>	<p>1</p>
<p>PREPARED UNDER THE DIRECTION OF:</p> <p>_____ BARRY J. COWAN, RCE #C45688</p>				<p>TENTATIVE TRACT MAP 19145 KATELLA ASSEMBLAGE LEGAL DESCRIPTION</p> <p>KATELLA AVENUE, STANTON, CA 90680</p>		<p>2</p>
<p>DATE: 7-16-2021</p>				<p>CITY OF STANTON COUNTY OF ORANGE</p>		<p>SHEET 2 OF 7</p>

TITLE REPORT ITEMS

REFERENCE IS MADE TO FIRST AMERICAN TITLE COMPANY PRELIMINARY TITLE REPORT ORDER NO.05A-5887331, DATED JANUARY 29, 2021. THE FOLLOWING ARE EXCEPTIONS THERETO:

ITEM NO.	RECORD DATA	DESCRIPTION	REMARKS
5	AUGUST 17, 1948 AS BOOK 1687, PAGE 319 OF OFFICIAL RECORDS	EASEMENT FOR PUBLIC UTILITIES AFFECTING PARCEL 2	PLOTTED
6	APRIL 22, 1952 AS BOOK 2319, PAGE 481 OF OFFICIAL RECORDS	TERMS AND PROVISIONS CONTAINED IN DOCUMENT ENTITLED "AGREEMENT"	PLOTTED
7	BOOK 2619, PAGE 586 OF OFFICIAL RECORDS	EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES AFFECTING PARCEL 1	PLOTTED
8	BOOK 2619, PAGE 587 OF OFFICIAL RECORDS	EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES AFFECTING PARCEL 1	PLOTTED
9	BOOK 2925, PAGE 123 OF OFFICIAL RECORDS	EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES AFFECTING PARCEL 1	PLOTTED
10	SEPTEMBER 24, 1954 AS BOOK 2925, PAGE 124 OF OFFICIAL RECORDS	EASEMENT FOR POLE LINES AND INCIDENTAL PURPOSES AFFECTING PARCEL 1	EASEMENT NOT DISCLOSED IN DOC.
11	OCTOBER 31, 1968 AS BOOK 8773, PAGE 900 OF OFFICIAL RECORDS	EASEMENT FOR POLE LINES, CONDUITS AND INCIDENTAL PURPOSES AFFECTING PARCEL 1	NOT PLOTTABLE FROM RECORD
12	OCTOBER 31, 1968 AS BOOK 8773, PAGE 902 OF OFFICIAL RECORDS	EASEMENT FOR OVERHEAD ELECTRICAL SUPPLY SYSTEMS, POLES, GUYS, ANCHORS, CROSSARMS AND INCIDENTAL PURPOSES AFFECTING PARCEL 2	LOCATED WITHIN PUBLIC RIGHT OF WAY-KATELLA AVENUE

REFERENCE IS MADE TO FIRST AMERICAN TITLE COMPANY PRELIMINARY TITLE REPORT ORDER NO.05A-5887333, DATED JANUARY 29, 2021. THE FOLLOWING ARE EXCEPTIONS THERETO:

ITEM NO.	RECORD DATA	DESCRIPTION	REMARKS
5	APRIL 22, 1952 AS BOOK 2319, PAGE 481 OF OFFICIAL RECORDS	TERMS AND PROVISIONS IN DOCUMENT "DECLARATION RESPECTING WATER AND PIPE LINES AND EASEMENTS"	PLOTTED
6	DECEMBER 7, 1954 AS BOOK 2891, PAGE 93 OF OFFICIAL RECORDS	EASEMENT FOR PUBLIC UTILITIES, INGRESS, AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY	PLOTTED
7	JUNE 16, 1961 AS BOOK 5757, PAGE 460 OF OFFICIAL RECORDS	EASEMENT FOR PUBLIC STREET, ROAD AND INCIDENTAL PURPOSES IN FAVOR OF CITY OF STANTON, A GENERAL LAW CITY	PLOTTED
8	APRIL 14, 1983 AS INST NO. 83-156289 OF OFFICIAL RECORDS	EASEMENT FOR PUBLIC UTILITIES, INGRESS, AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY	PLOTTED
9	NOVEMBER 29, 2006 AS INST NO. 2006000799312 OF OFFICIAL RECORDS	EASEMENT FOR STREET, HIGHWAY AND INCIDENTAL PURPOSES IN FAVOR OF THE CITY OF STANTON	PLOTTED

REFERENCE IS MADE TO FIRST AMERICAN TITLE COMPANY PRELIMINARY TITLE REPORT ORDER NO.05A-5887832, DATED JANUARY 29, 2021. THE FOLLOWING ARE EXCEPTIONS THERETO:

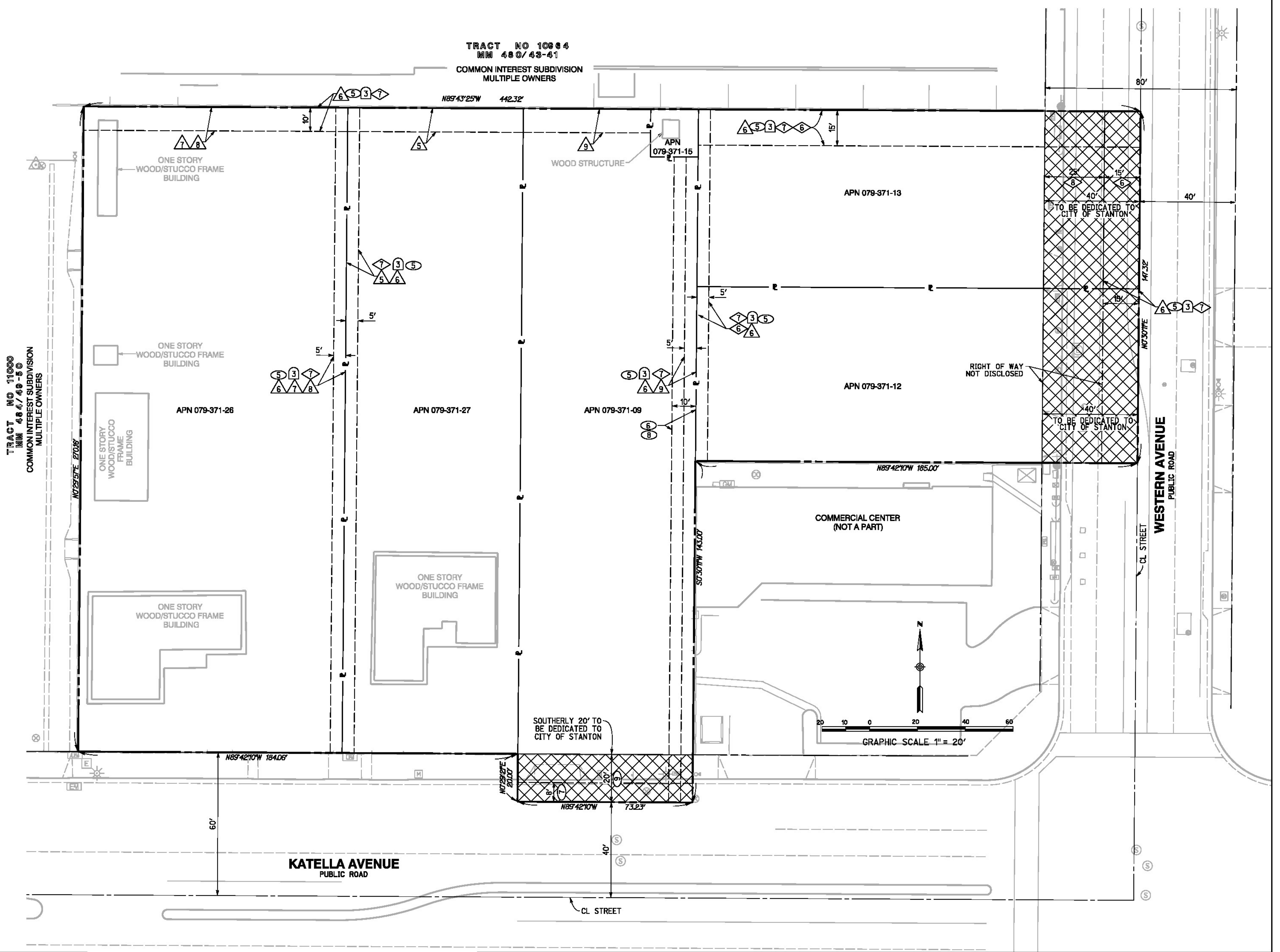
ITEM NO.	RECORD DATA	DESCRIPTION	REMARKS
3	APRIL 22, 1952 IN BOOK 2319, PAGE 481 OF OFFICIAL RECORDS	TERMS AND PROVISIONS CONTAINED IN DOCUMENT "DECLARATION RESPECTING WATER AND PIPE LINES AND EASEMENTS"	PLOTTED
4	SEPTEMBER 24, 1954 AS BOOK 2925, PAGE 124 OF OFFICIAL RECORDS	EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF LLOYD S. WHALEY AND LAVERE WHALEY	EASEMENT NOT DISCLOSED IN DOC.

REFERENCE IS MADE TO FIRST AMERICAN TITLE COMPANY PRELIMINARY TITLE REPORT ORDER NO.05A-5887340, DATED JANUARY 29, 2021. THE FOLLOWING ARE EXCEPTIONS THERETO:

ITEM NO.	RECORD DATA	DESCRIPTION	REMARKS
6	MAY 17, 1951 AS BOOK 2189, PAGE 286 OF OFFICIAL RECORDS	EASEMENT FOR INGRESS AND EGRESS, PUBLIC UTILITIES AND INCIDENTAL PURPOSES AFFECTS PARCEL B	PLOTTED
7	APRIL 22, 1952 AS BOOK 2319, PAGE 481 OF OFFICIAL RECORDS	TERMS, PROVISIONS AND EASEMENTS CONTAINED IN DOCUMENT "AGREEMENT"	PLOTTED
8	APRIL 20, 1971 AS BOOK 9612, PAGE 102 OF OFFICIAL RECORDS	EASEMENT FOR STREET, HIGHWAY AND INCIDENTAL PURPOSES IN FAVOR OF CITY OF STANTON	PLOTTED

REVISIONS

NO.	DATE	DESCRIPTION	APP.
1	2/11/21	1ST SUBMITTAL	
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3	5/13/21	3RD SUBMITTAL	
4	6/8/21	4TH SUBMITTAL	
5	7/14/21	ADDRESS PLANNING COMMISSION COMMENTS	



RICK
ENGINEERING COMPANY
36 DISCOVERY - SUITE 240
IRVINE, CA 92618
949-588-0707
San Diego - Riverside - Sacramento - San Luis Obispo - Phoenix - Tucson - Denver

PREPARED UNDER THE DIRECTION OF:
BARRY J. COWAN, RCE #C46568
7-16-2021
DATE

SEAL:
BARRY J. COWAN
No. 46568
Exp. 6/30/23
CIVIL
STATE OF CALIFORNIA

DEVELOPER:
kb
HOME
KB HOME COASTAL
9915 MIRA MESA BLVD,
SUITE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSBACK
TEL. (858) 877-4262

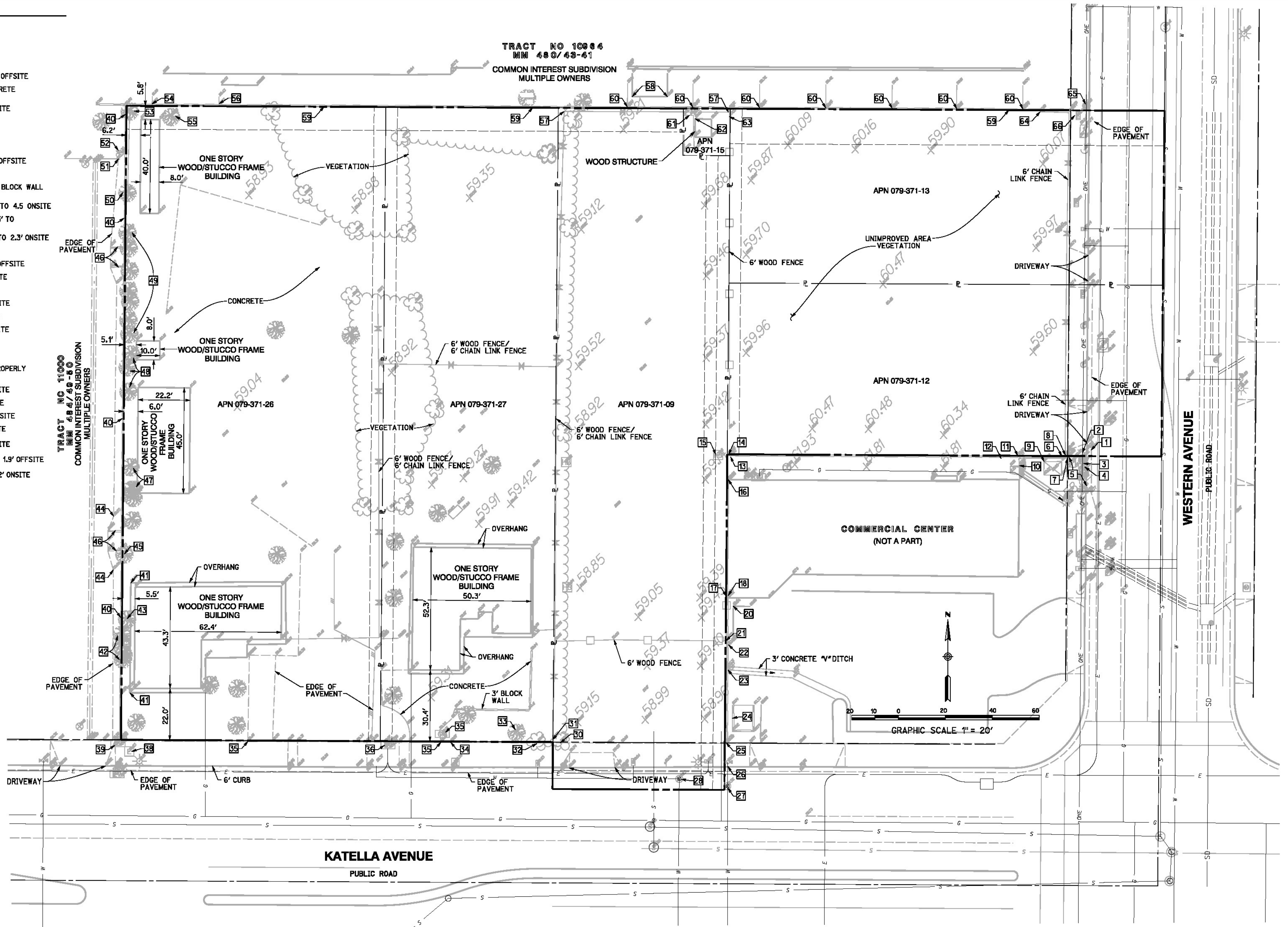
TENTATIVE TRACT MAP 19145
KATELLA ASSEMBLAGE
MAPPING
KATELLA AVENUE, STANTON, CA 90680
CITY OF STANTON
COUNTY OF ORANGE
SHEET 3 OF 7

FIELD DATA

- 1 6" CURB AND GUTTER 2.8' ONSITE
2 POWER POLE NO. 4551064E 0.5' OFFSITE
3 CONCRETE PAD 3.2' OFFSITE
4 PULL BOX 4.7' OFFSITE
5 CONCRETE PAD 0.4' OFFSITE
6 3' BLOCK WALL 0.92' OFFSITE
7 3' BLOCK WALL 0.1' OFFSITE
8 6' IRON FENCE 0.3' ONSITE
9 CONCRETE PAD 2.3' OFFSITE
10 CONCRETE PAD 4.2' OFFSITE
11 6' IRON FENCE 0.04' OFFSITE
12 3' BLOCK WALL 1.2' OFFSITE
13 3' BLOCK WALL 1.0' OFFSITE
14 6' WOOD FENCE 0.1' OFFSITE
15 HOSE BIB 3.9' ONSITE
16 BUILDING 0.5' OFFSITE
17 6' WOOD FENCE 0.2' OFFSITE
18 BUILDING 0.5' OFFSITE
19 NOT USED
20 TOP OF 6" CURB 3.1' OFFSITE
21 6' WOOD FENCE 0.1' OFFSITE
22 TOP OF 6" CURB 1.2' OFFSITE
23 3' WIDE CONCRETE GUTTER 1.1' OFFSITE
24 TRASH ENCLOSURE W/ 5' BLOCK WALL 3.1' OFFSITE
25 2' BLOCK WALL 0.6' OFFSITE
26 FIRE HYDRANT 1.4' OFFSITE
27 WATER VALVE 1.23' OFFSITE
28 WATER VALVE 4.8' ONSITE
29 NOT USED
30 SIDEWALK 3.2' ONSITE
31 FENCE 1.0' ONSITE
32 LANDSCAPE BUSH ALONG PROPERTY LINE
33 12" TREE 4.1' ONSITE
34 SIDEWALK 0.4' OFFSITE
35 GAS METER 3.2' ONSITE
36 SIDEWALK 0.4' OFFSITE
37 NOT USED
38 ELECTRIC PULL BOX 5.0' OFFSITE
39 UTILITY VAULT ON CONCRETE PAD 2.8' OFFSITE
40 6' BLOCK WALL 0.6' OFFSITE
41 BUILDING 3.6' ONSITE
42 TREES 0.1' ONSITE
43 TREE 2.2' ONSITE
44 EDGE OF PAVEMENT 3.9' OFFSITE
45 TREE 0.8' ONSITE
46 TRASH ENCLOSURE W/ 5' BLOCK WALL 1.0' OFFSITE
47 CLUSTER OF 8" TREES 3' TO 4.5' ONSITE
48 CLUSTER OF 4" TREES 1.5' TO 3.0' ONSITE
49 CLUSTER OF TREES 1.0' TO 2.3' ONSITE
50 TREE 0.8' ONSITE
51 EDGE OF PAVEMENT 3.3' OFFSITE
52 FIRE HYDRANT 3.5' OFFSITE
53 DENSE TREES 1.4' ONSITE
54 6' WOOD FENCE 0.9' OFFSITE
55 10" X 2' TREE 4.5' ONSITE
56 6' WOOD FENCE 1.2' OFFSITE
57 6' FENCE 1.5' ONSITE
58 BUILDING 5.0' OFFSITE
59 6' BLOCK WALL ALONG PROPERLY LINE
60 6' WOOD FENCE 1.5' OFFSITE
61 CONCRETE PAD 2.9' ONSITE
62 WOOD STRUCTURE 4.3' ONSITE
63 6' WOOD FENCE 3.4' ONSITE
64 6' WOOD FENCE 0.5' OFFSITE
65 POWERPOLE NO. 1357301E 1.9' OFFSITE
66 TELEPHONE PULL BOX 2.2' ONSITE

LEGEND

- INDICATES BOUNDARY
--- INDICATES CENTER LINE
--- INDICATES LOT LINE
--- INDICATES EXISTING EASEMENT LINE
[X] INDICATES FIELD DESCRIPTION
• INDICATES BOLLARD
• INDICATES POWER POLE
• INDICATES TREE
• INDICATES WATER METER
• INDICATES SIGN
• INDICATES GUY WIRE
• INDICATES UTILITY VALVE
• INDICATES GAS VALVE
• INDICATES HOSE BIB
• INDICATES ELECTRIC RISER
• INDICATES ELECTRIC VALVE
• INDICATES ELECTRIC MANHOLE
• INDICATES GAS METER
• INDICATES CLEAN OUT
• INDICATES CATCH BASIN
• PULL BOX
• TELEPHONE PULL BOX



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RICK
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949-588-0707
rickengineering.com
San Diego - Riverside - Sacramento - San Luis Obispo - Phoenix - Tucson - Denver
PREPARED UNDER THE DIRECTION OF:
BARRY J. COWAN, RCE #C46568
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TENTATIVE TRACT MAP 19145
KATELLA ASSEMBLAGE
TOPOGRAPHY
KATELLA AVENUE, STANTON, CA 90680
CITY OF STANTON
COUNTY OF ORANGE
SHEET 4 OF 7

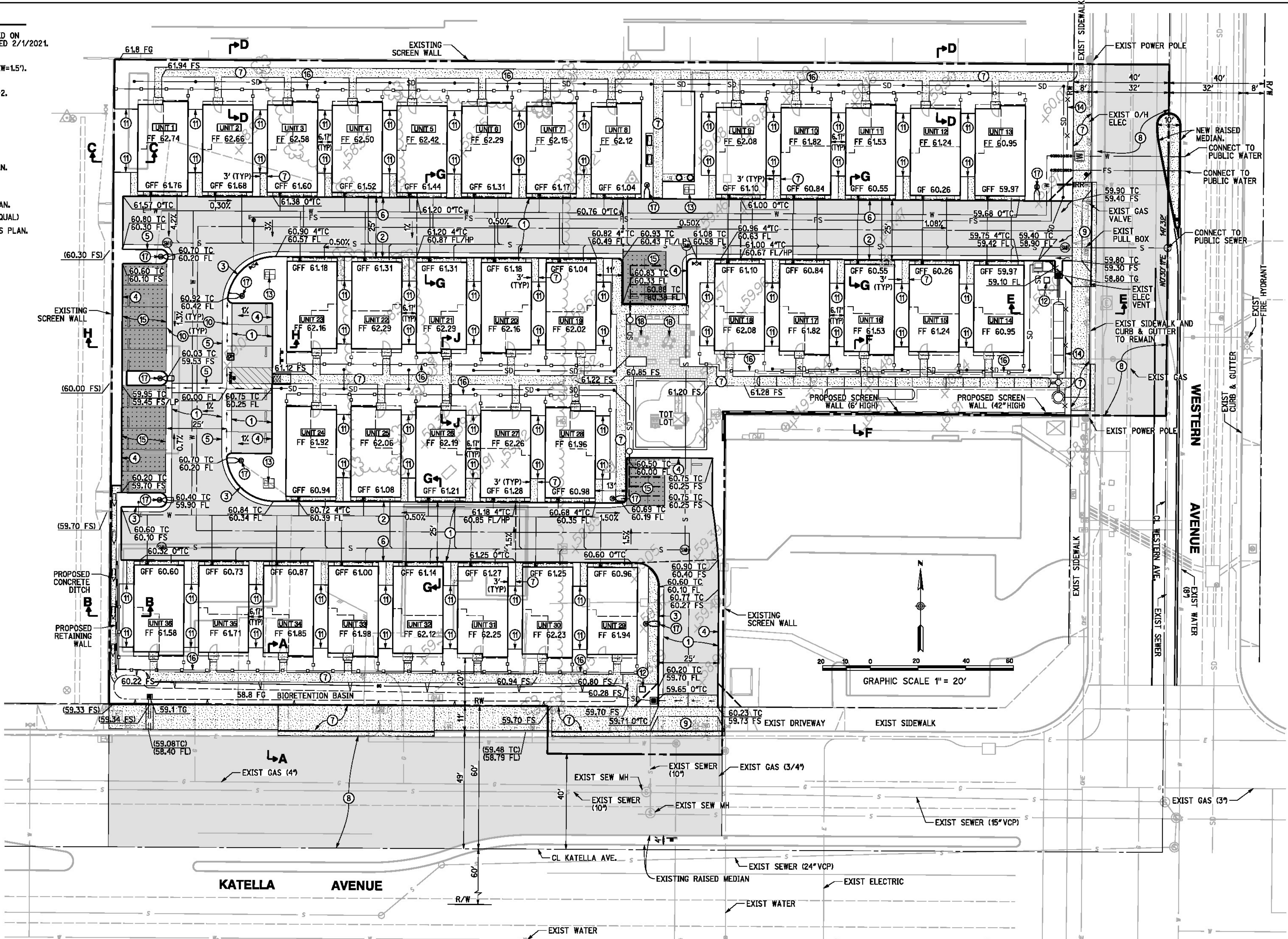
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GRADING CONSTRUCTION NOTES

1. CONSTRUCT 4" AC OVER 6" AB PAVEMENT STRUCTURAL SECTION BASED ON SOILS ENGINEER'S REPORT AND RECOMMENDATIONS PER REPORT DATED 2/1/2021.
2. CONSTRUCT 4" ROLL CURB.
3. CONSTRUCT 6" CURB & GUTTER (TYPE A2-6) PER SPPWC STD 120-2 (W=1.5').
4. CONSTRUCT 6" PCC CURB (TYPE A1-6) PER SPPWC STD 120-2.
5. CONSTRUCT 4" WIDE PCC RIBBON GUTTER PER SPPWC STD PLAN 122-2.
6. CONSTRUCT 0" PCC CURB (TYPE A1-6) PER SPPWC STD 120-2.
7. CONSTRUCT 4" THICK PCC CONCRETE SIDEWALK (WIDTH PER PLAN).
8. REMOVE AND REPLACE ASPHALT CONCRETE ROADWAY.
9. CONSTRUCT DRIVEWAY APPROACH (TYPE B) PER SPPWC STD 110-2.
10. PAINT PARKING STALL STRIPING.
11. 6' HIGH SIDE YARD VINYL FENCING PER LANDSCAPE ARCHITECT'S PLAN.
12. ENTRY MONUMENT PILASTER PER LANDSCAPE ARCHITECT'S PLAN.
13. TRANSFORMER PAD LOCATION.
14. CONTEMPORARY HORIZONTAL FENCE PER LANDSCAPE ARCHITECT'S PLAN.
15. PRE-CAST POROUS CONCRETE PANELS (STORMCRETE OR APPROVED EQUAL).
16. 42" HIGH PRIVATE FRONT YARD FENCING PER LANDSCAPE ARCHITECT'S PLAN.
17. LIGHT POLE.
18. PICNIC TABLES PER LANDSCAPE ARCHITECT'S PLAN.

GENERAL NOTES

1. ALL ON-SITE STREETS SHALL BE PRIVATE.
2. ALL ON-SITE STREETS SHALL BE DESIGNATED FIRE LANES.
3. ON-SITE CURB SHALL BE PAINTED RED WITH MARKINGS PER OCCA STANDARDS EXCEPT WHERE PARKING SPACE IS SHOWN.



REVISIONS

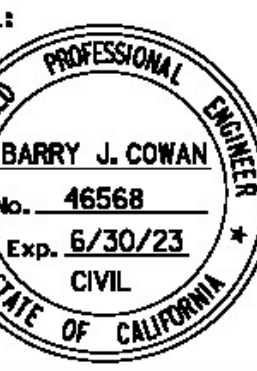
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RICK
ENGINEERING COMPANY
Orange

36 DISCOVERY, SUITE 240
IRVINE, CA 92618
949-588-0707

J-18554AC

SEAL:



PREPARED UNDER THE DIRECTION OF:

BARRY J. COWAN, RCE #C46568

7-16-2021
DATE

DEVELOPER:



KB HOME COASTAL
9915 MIRA MESA BLVD,
SUITE 100
SAN DIEGO, CA 92131
CONTACT: KURT BAUSBACK
TEL: (858) 877-4262

**TENTATIVE TRACT MAP 19145
KATELLA ASSEMBLAGE
GRADING**

KATELLA AVENUE, STANTON, CA 90680

**CITY OF STANTON
COUNTY OF ORANGE**

SHEET 5 OF 7

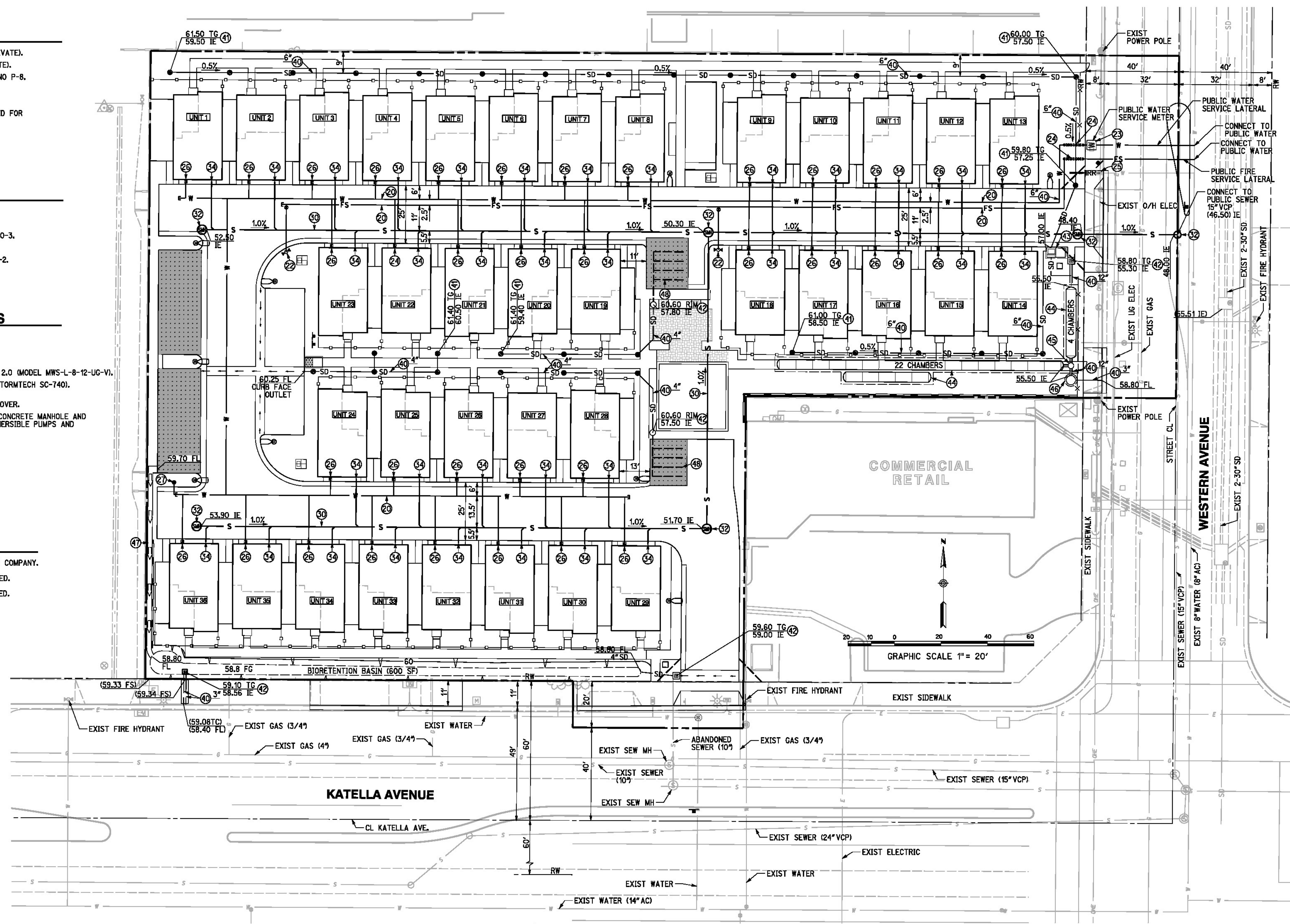
PRELIMINARY
NOT FOR CONSTRUCTION

- 20 CONSTRUCT 6" PVC (C900) FIRE/DOMESTIC WATER LINE (PRIVATE).
- 21 CONSTRUCT 4" COPPER FIRE/DOMESTIC WATER LINE (PRIVATE).
- 22 CONSTRUCT FIRE HYDRANT (PRIVATE) PER GSWC STD DWG NO P-8.
- 23 6" METER WITH BYPASS PER GSWC STD DWG NO P-30.
- 24 6" BACKFLOW ASSEMBLY PER GSWC STD DWG NO P-35B.
- 25 EXISTING WATER METER AND SERVICE LATERAL TO BE USED FOR ON-SITE IRRIGATION SERVICE.
- 26 1" DOMESTIC SUB-METER PER GSWC STD DWG NO P-26.
- 27 4" BLOW-OFF ASSEMBLY PER GSWC STD DWG NO P-11.

- 30 CONSTRUCT 6" PVC (SDR-35) SEWER LINE.
- 31 CONSTRUCT 4" PVC (SDR-35) SEWER LINE.
- 32 CONSTRUCT PRECAST SEWER MANHOLE PER SPPWC STD 200-3.
- 33 NOT USED
- 34 CONSTRUCT 4" SEWER LATERAL PER SPPWC STD PLAN 222-2.

- 40 CONSTRUCT PVC STORM DRAIN PIPE. SIZE PER PLAN.
- 41 CONSTRUCT 6" LANDSCAPE AREA DRAIN.
- 42 CONSTRUCT 24"x24" GRATE INLET.
- 43 FURNISH AND INSTALL MODULAR WETLAND SYSTEM LINEAR 2.0 (MODEL MWS-L-8-12-UG-V).
- 44 CONSTRUCT UNDERGROUND DETENTION CHAMBER SYSTEM (STORMTECH SC-740). SYSTEM SHALL BE LINED WITH IMPERMEABLE LINER.
- 45 CONSTRUCT 30" NYLOPLAST DRAINAGE BASIN WITH SOLID COVER.
- 46 FURNISH AND INSTALL 4' DIAMETER REINFORCED PRECAST CONCRETE MANHOLE AND PRECAST MANHOLE BASE. FURNISH AND INSTALL TWO SUBMERSIBLE PUMPS AND DISCHARGE LINE PIPE TO OUTLET THROUGH CURB FACE.
- 47 CONSTRUCT CONCRETE DITCH.
- 48 CONSTRUCT 4" PVC PERFORATED PIPE.

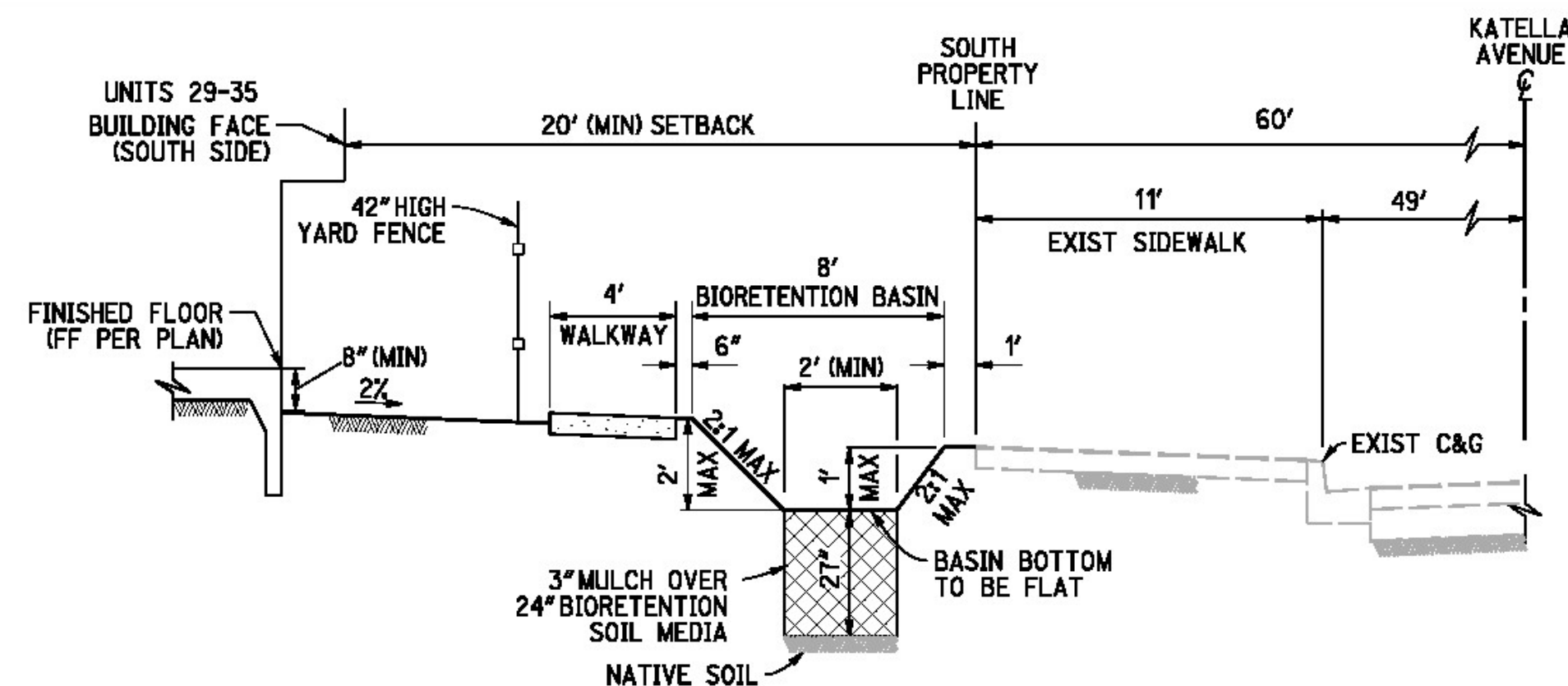
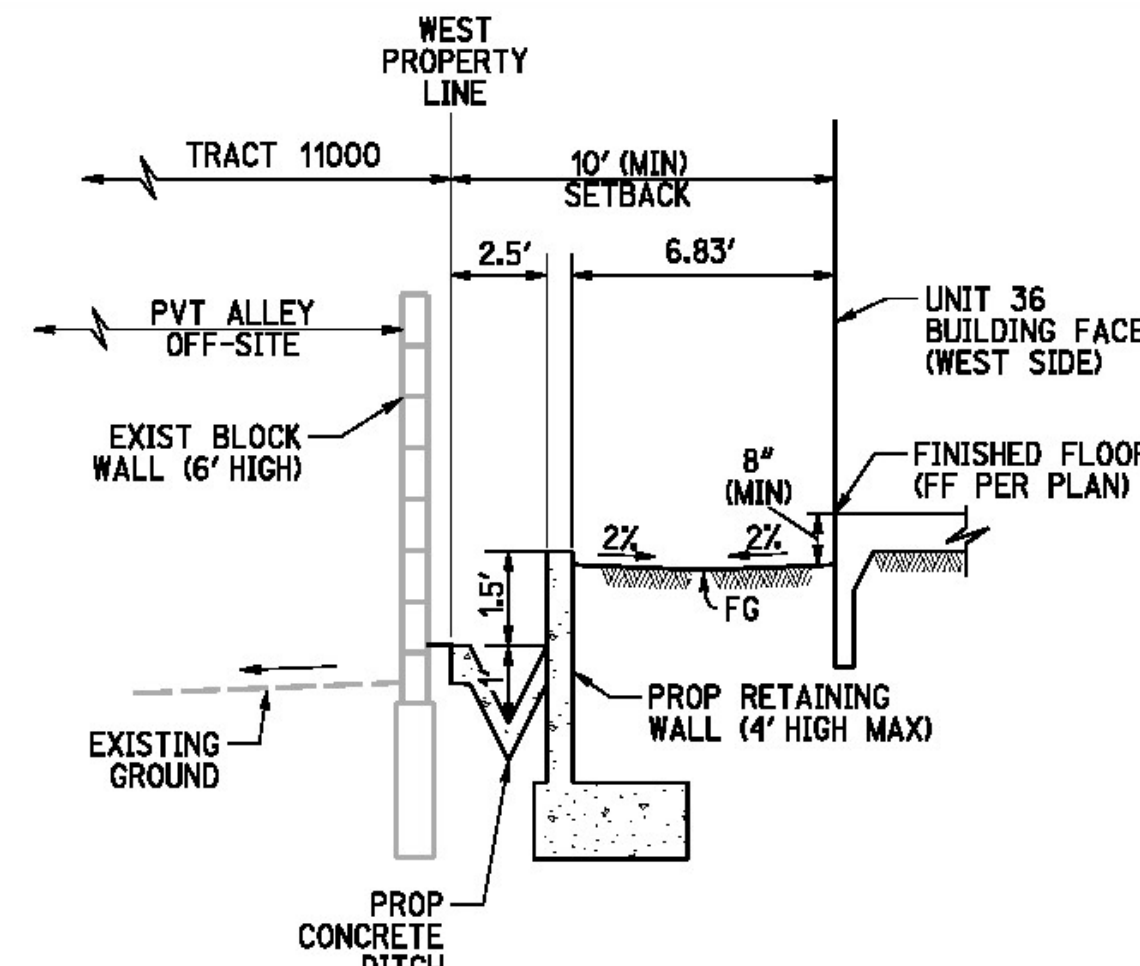
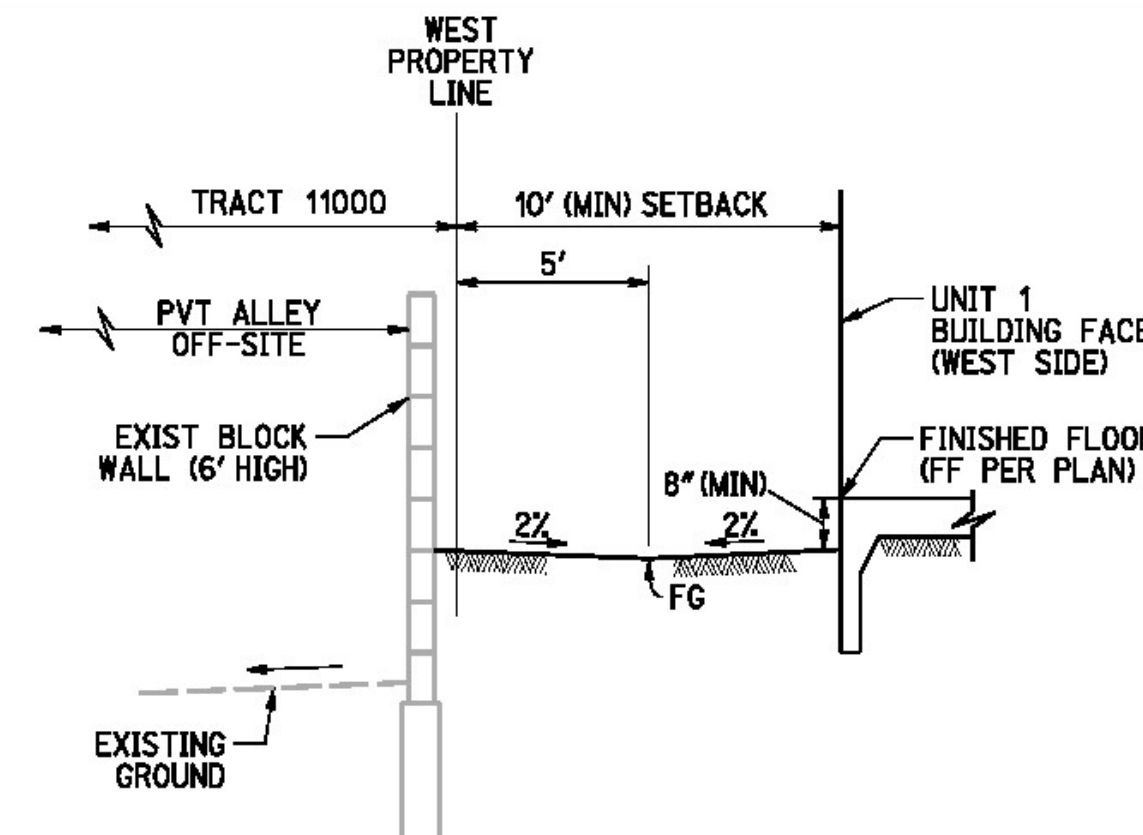
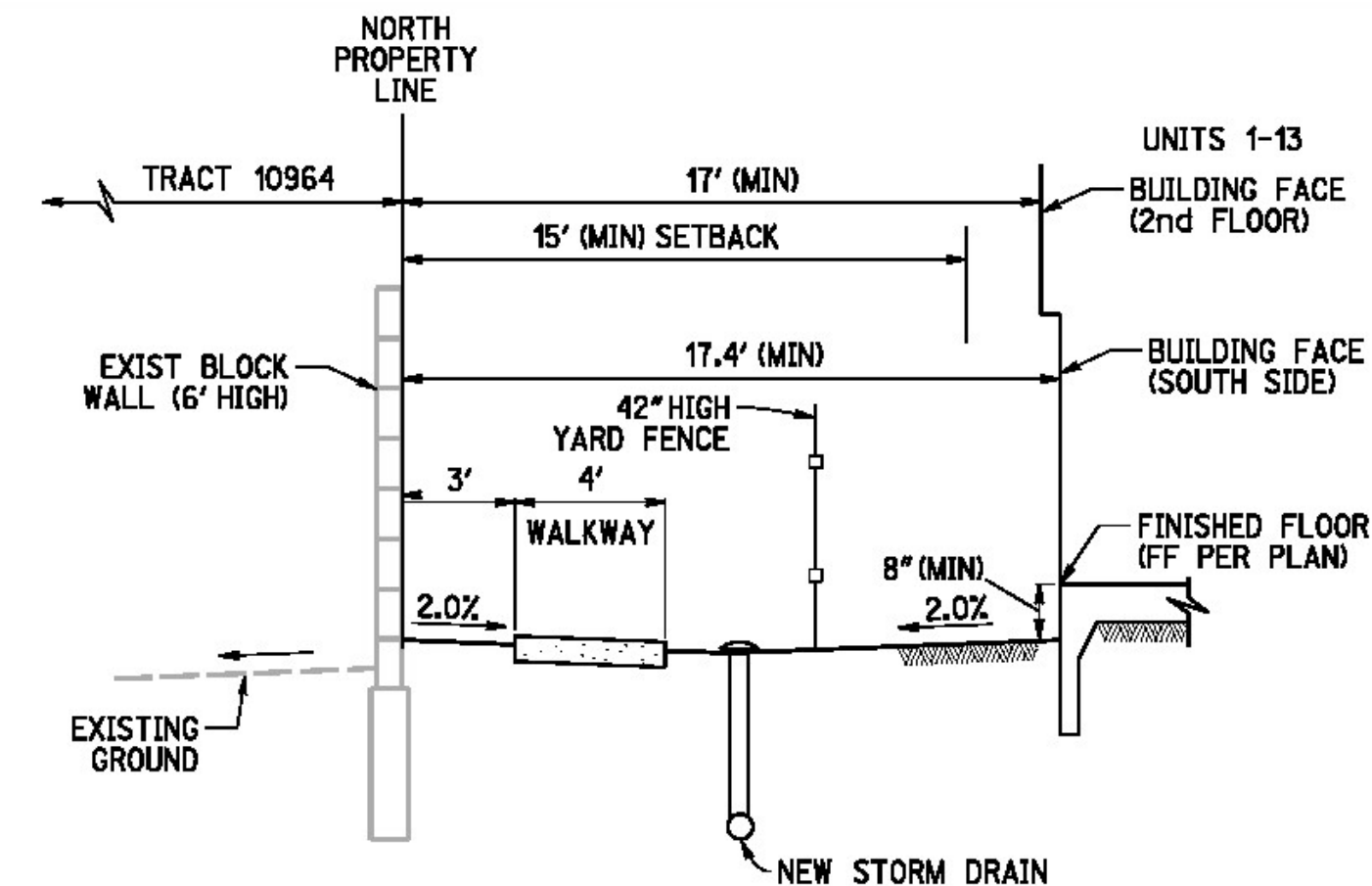
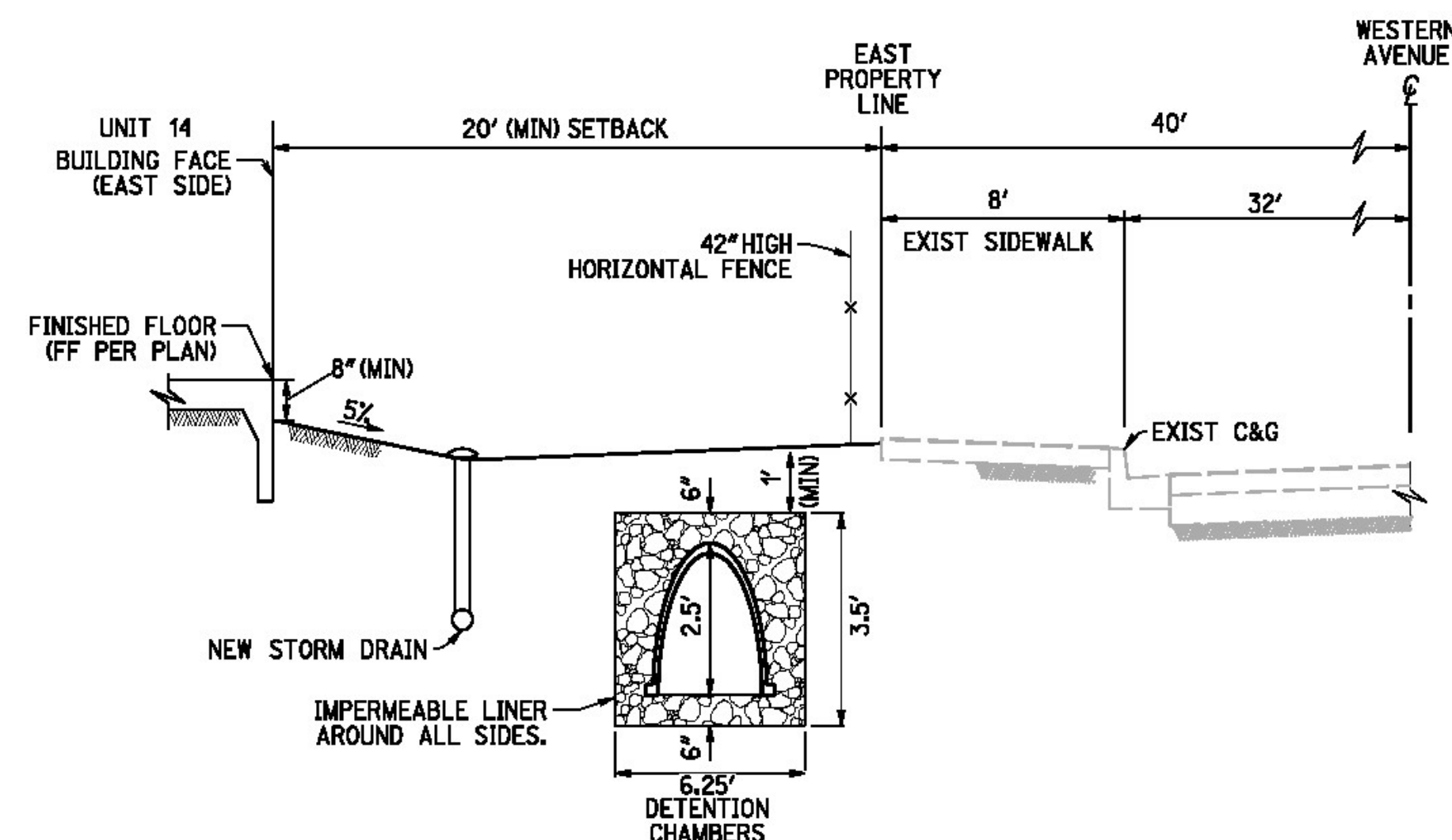
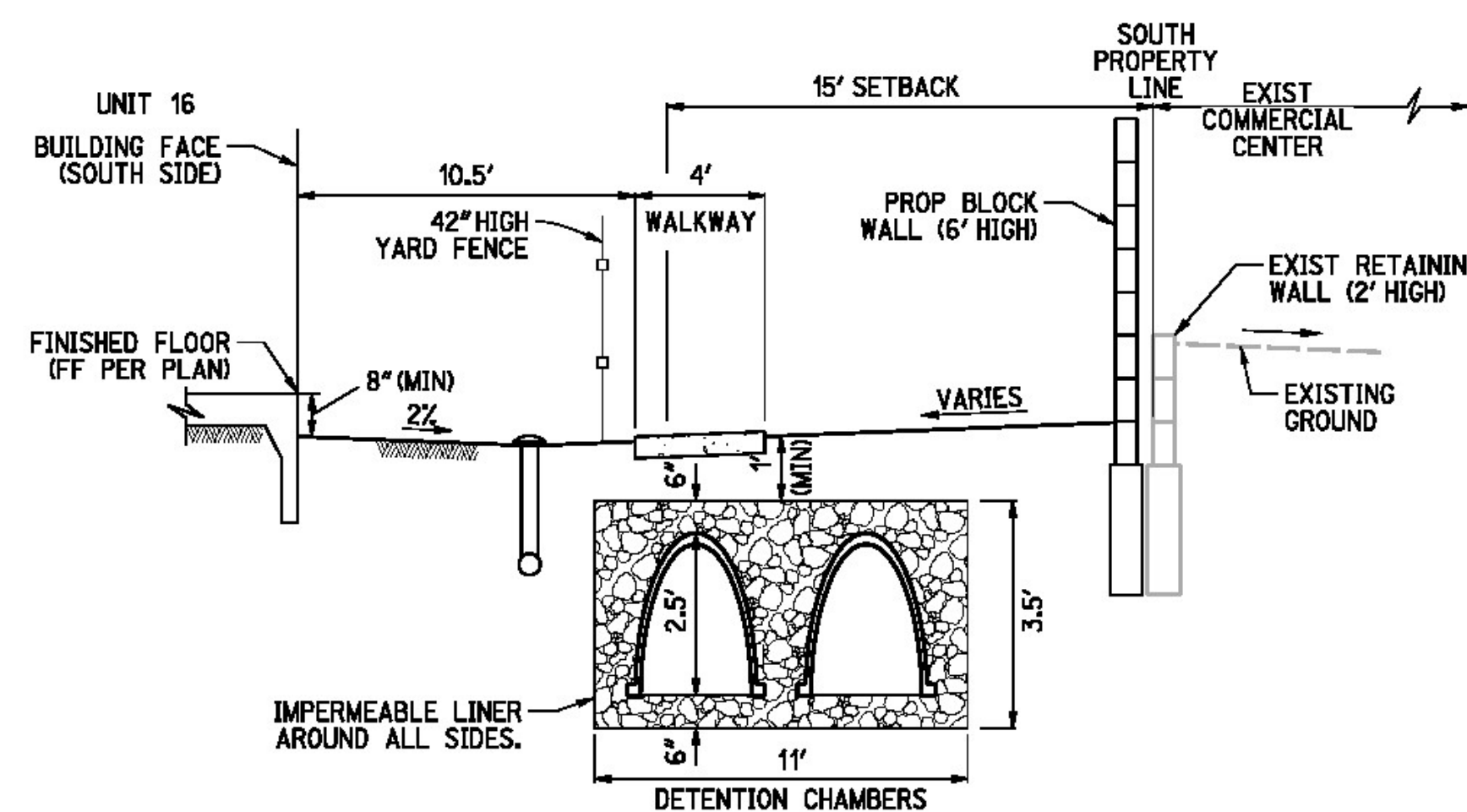
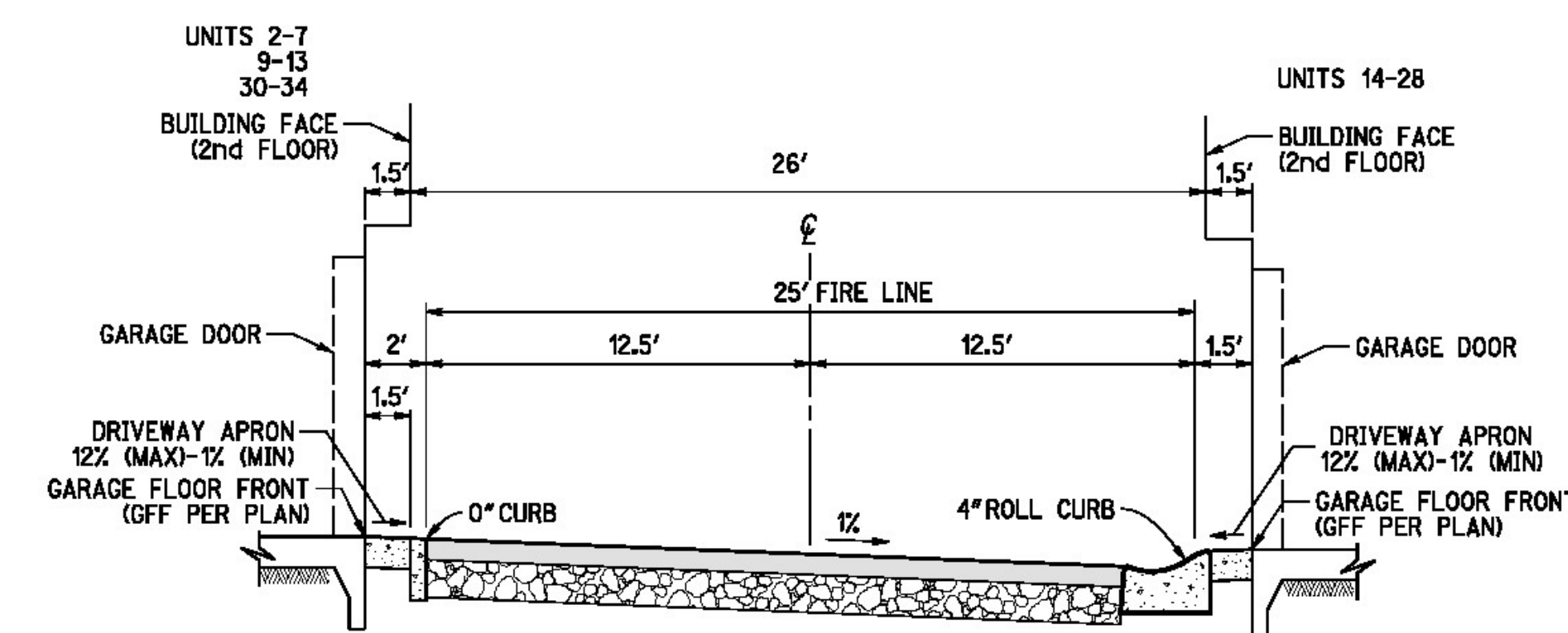
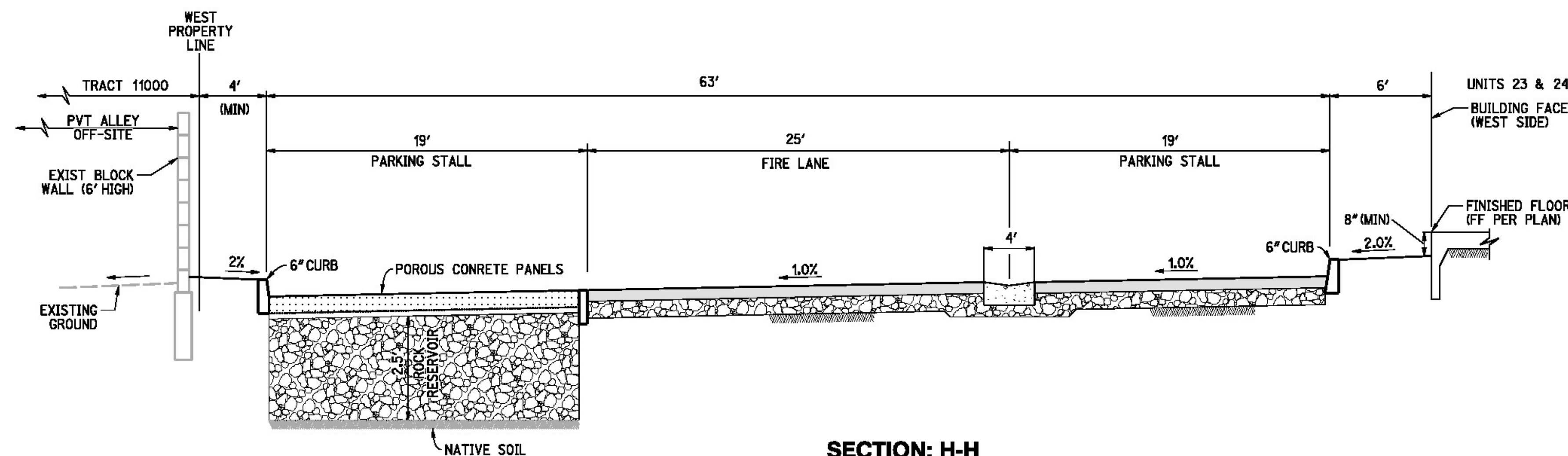
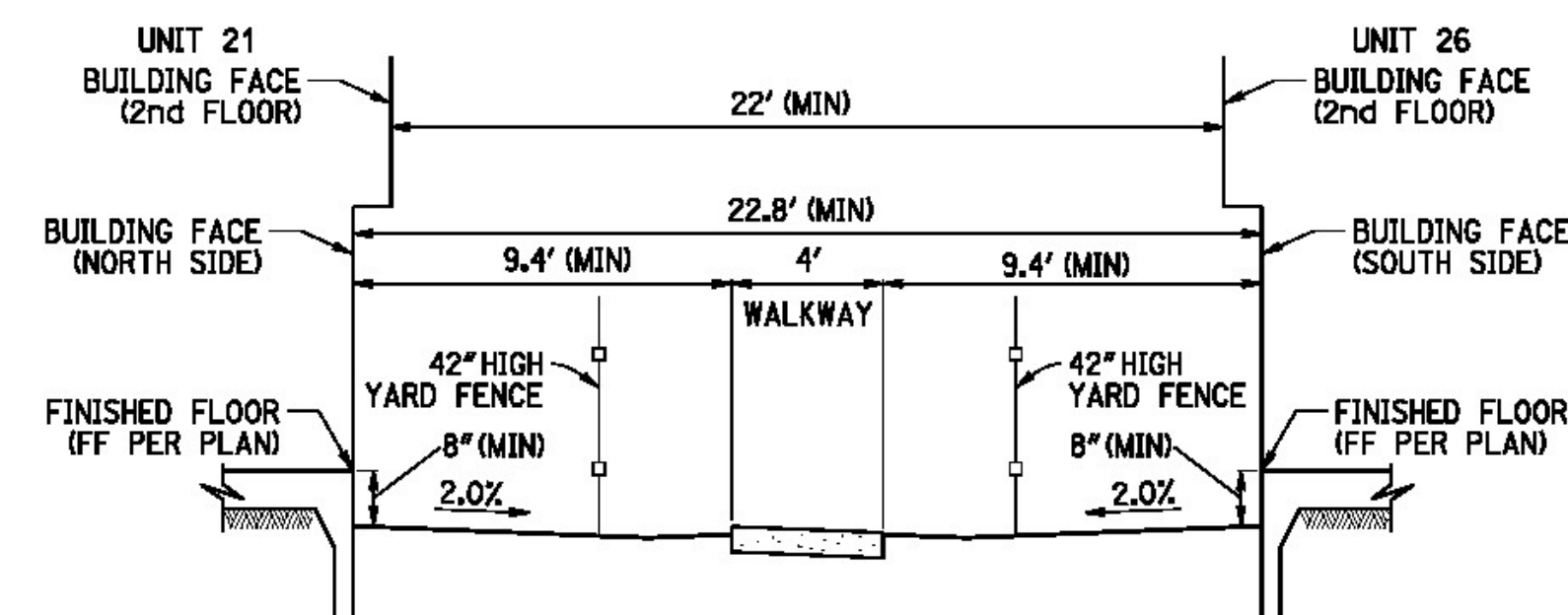
1. SOURCE OF WATER SUPPLY SHALL BE GOLDEN STATE WATER COMPANY.
2. ON-SITE WATER SHALL BE PRIVATE UNLESS OTHERWISE NOTED.
3. ON-SITE SEWER SHALL BE PRIVATE UNLESS OTHERWISE NOTED.
4. ON-SITE STORM DRAIN SHALL BE PRIVATE.



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 <p>RICK ENGINEERING COMPANY Orange</p>	<p>36 DISCOVERY - SUITE 240 IRVINE, CA 92618 949-588-0707</p>	<p>J-18554AG SEAL:</p>		<p>DEVELOPER:</p> <div style="border: 2px solid black; padding: 10px; text-align: center; margin: 10px 0;">  </div> <p>KB HOME COASTAL 9915 MIRA MESA BLVD, SUITE 100 SAN DIEGO, CA 92131 CONTACT: KURT BAUSBACK TEL. (858) 877-4262</p>	<p>TENTATIVE TRACT MAP 19145 KATELLA ASSEMBLAGE UTILITIES</p>
<p>PREPARED UNDER THE DIRECTION OF:</p> <p style="text-align: center;">7-16-2021 DATE</p>				<p>KATELLA AVENUE, STANTON, CA 90680</p>	
<p>BARRY J. COWAN, RCE #C46568</p>				<p>CITY OF STANTON COUNTY OF ORANGE</p>	
				<p>SHEET <u>6</u> OF <u>7</u></p>	

PRELIMINARY
NOT FOR CONSTRUCTION

SECTION: A-A
NOT TO SCALESECTION: B-B
NOT TO SCALESECTION: C-C
NOT TO SCALESECTION: D-D
NOT TO SCALESECTION: E-E
NOT TO SCALESECTION: F-F
NOT TO SCALESECTION: G-G
NOT TO SCALESECTION: H-H
NOT TO SCALESECTION: J-J
NOT TO SCALE

REVISIONS

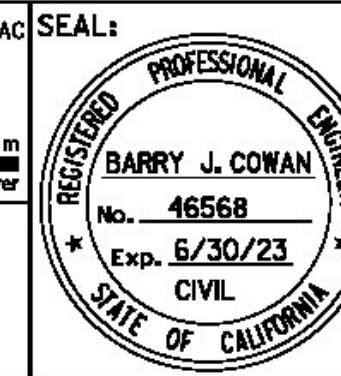
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San Diego - Riverside - Sacramento - San Luis Obispo - Phoenix - Tucson - Denver

PREPARED UNDER THE DIRECTION OF:
BARRY J. COWAN, RCE #C46568

7-16-2021
DATE



DEVELOPER:

kb
HOME

KB HOME COASTAL
9915 MIRA MESA BLVD,
SUITE 100
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CONTACT: KURT BAUSBACK
TEL. (858) 877-4262

TENTATIVE TRACT MAP 19145
KATELLA ASSEMBLAGE
SECTIONS

KATELLA AVENUE, STANTON, CA 90680

CITY OF STANTON
COUNTY OF ORANGE

SHEET 7 OF 7



July 19, 2021

Kurt Bausback
For KB Home Coastal
9915 Mira Mesa Boulevard, Suite 100
San Diego, CA 92131

Subject: California Environmental Quality Act Class 32 Categorical Exemption (CE) Support Letter
for the Proposed Katella Assemblage Infill Residential Project

Dear Mr. Bausback:

LSA is pleased to submit this letter to KB Home Coastal in support of a Class 32 Categorical Exemption (CE) under the California Environmental Quality Act (CEQA) for the proposed Katella Assemblage Infill Residential Project (project). The proposed project is located at 7401, 7421, and 7455 Katella Avenue and 10941 and 10921 Western Avenue on Assessor's Parcel Numbers (APNs) 079-371-09, -12, -13, -15, -26, and -27 in the City of Stanton (City), Orange County (County), California. The proposed project involves demolition of existing on-site structures and construction of an infill residential development comprised of 36 detached units and 118 parking spaces, including 23 tandem spaces, within the project site.

As supported in the analysis below, the project is determined not to have a significant effect on the environment and, therefore, is exempt from the provisions of CEQA pursuant to a Class 32 CE under Section 15332 of the *State CEQA Guidelines*. Section 15332 (In-fill Development Projects) categorically exempts those projects characterized as in-fill development that meet certain requirements. The following discussion summarizes the project and discusses the applicability of Section 15332.

PROJECT DESCRIPTION

Existing Project Site

Figure 1, Project Location, shows the location of the project site. The approximately 2.6 gross acre¹ L-shaped project site wraps around APN 079-371-32, which is at the northwest corner of Katella Avenue and Western Avenue and is currently operating as a commercial strip mall. This parcel is not a part of the project site and would remain in place.

The western portion of the project site is partially developed with two one-story single-family homes, several small accessory structures, several mature trees, and scattered vegetation. One of the homes is currently occupied and the other is abandoned. The central portion of the project site is developed with the Stanton Community Garden. The northeastern portion of the project site is undeveloped. An existing on-site well is located on the northern boundary of the project site that has nine ownership interests. The well would be abandoned with the development of the project site, and KB Home is currently finalizing the purchase of the individual interests based on the appraised value of the well.

¹ The gross site area includes Public Right of Way easements; the net site area is 2.1 acres.

In its existing condition, the project site is underutilized, and the existing uses do not represent the highest and best use of the site given the site's location at a large intersection (Western Avenue and Katella Avenue) and the need for a variety of housing choices in the City.

The project site is bounded to the north by a multi-family residential development, to the east by Western Avenue and commercial and multi-family residential uses beyond, to the south by Katella Avenue and commercial uses and a hotel beyond, and to the west by multi-family residential uses and a mobile home park. Regional access to the project site is provided by State Route 39 (SR-39 [Beach Boulevard]), which is approximately 0.5 mile east of the project site; State Route 22 (SR-22), approximately 2.0 miles south of the project site; and State Route 91 (SR-91), approximately 3.6 miles north of the project site.

Proposed Project

The proposed project includes the demolition of all on-site existing structures and the Stanton Community Garden. All on-site trees would be removed as part of project implementation. Additionally, the project includes construction of a stand-alone residential development, comprised of 36 detached residential units and 95 parking spaces (including 72 garage spaces and 23 guest spaces) within the project site. In addition to the 95 parking spaces, there will be an additional 23 tandem parking spaces provided (each garage of the three-bedroom units will feature this tandem space). Including the tandem spaces, a total of 118 spaces would be provided. The proposed density is 16 dwelling units per acre (du/ac). Figure 2, Site Plan, shows the site plan prepared for the proposed project.

The proposed development would include 23 three-bedroom units (1,771 square feet [sf] each) and 13 four-bedroom units (1,931 sf each). The proposed residential building area would total approximately 65,836 sf. The residential units would not exceed three stories in height. Three-bedroom units would include a three-car garage (comprised of two standard spaces plus one tandem space), four-bedroom units would include a two-car garage, and guest spaces would be provided at four locations along the western portion and at the center of the project site. All units would include central air conditioning. A proposed lot merger would combine the six existing parcels into one parcel. Approval of the proposed subdivision map would authorize the establishment of the 36 detached units.

Zoning and General Plan Designations

According to the City's Zoning Map, the project site's base zone is High Density Residential (RH). Allowable uses within the RH zone include residential developments with a minimum of 11 du/ac and a maximum of 18 du/ac, as well as complementary uses such as schools, parks, libraries, and public facilities. The project site is also located within the General Mixed-Use (GLMX) Overlay Zone, which is intended to provide walkable activity centers that serve surrounding single-family residential neighborhoods with a mix of retail, office, service, and additional multi-family residential uses. According to Section 20.230.020.A.1.b of the City's Municipal Code, new projects in the GLMX Overlay Zone may be developed in compliance with the existing underlying base zone, provided that all standards and requirements of the underlying base zone are met, or alternatively, may be developed as mixed use projects. The project is proceeding in compliance with the RH base zone, rather than as a mixed use development. A Planned Development Permit (PDP) is being requested to ensure that the proposed project reflects a high standard of environmental and aesthetic quality; the proposed

project is an efficient, highest and best use for the project site by providing a needed and diverse housing type on an underutilized site. The PDP allows for modifications of development standards where doing so provides for a more efficient use of land and better living environment, ensures high standards of environmental quality and/or provides for enhanced amenities. As described herein, flexibility from certain development standards pursuant to a PDP will result in a superior design, enhanced amenities and environmental (green) amenities that could not otherwise be provided. With approval of the PDP, the proposed project would be consistent with all development standards applicable to the RH base zone.

According to the City's General Plan Land Use Map, the project site has a General Plan land use designation of GLMX, which allows vertical and horizontal mixed-use up to three stories in height, and an allowable density of 45 du/ac, or up to 160 residents per acre. The GLMX designation does not require mixed-use development. Accordingly, the proposed project is consistent with the General Plan even though it only contemplates residential uses. The existing commercial strip mall that will remain in place adjacent to the project site furthers the vision of horizontal mixed-use contemplated for the GLMX designation. Therefore, the project, as a stand-alone residential development, is consistent with the existing zoning and General Plan land use designations.

Walls and Fencing

Upon project implementation, existing walls on the northern and western project site boundaries and walls adjacent to the commercial uses would remain in place. The wall height along the front setback would be a maximum of 42 inches. Fencing for individual units would include 6 ft high vinyl fences between units, as well as 42-inch high fences enclosing private front yards.

Landscaping and Amenities

The proposed project would include landscaping features throughout the project site, which would create aesthetically pleasing spaces for residents and act as a buffer for adjacent land uses. Along the project site's northern boundary, fourteen 24-inch box trees would be planted in order to screen and create separation and privacy with the existing Western Meadows condominium subdivision north of the site. A grassy, passive play area would be provided at the center of the project site. Common open space areas and walkways are incorporated into the project design to ensure effective pedestrian circulation and safety. On-site amenities would include a tot lot with structure and sail-shade cover, several picnic tables and barbeque grills, and a dog park with synthetic turf, benches, trash and recycle bins, and dog waste stations for resident use.

Per the City's Municipal Code, a minimum of 30 percent of the total site area (or 33,388.8 sf) is required to be common open space and a minimum of 250 sf of private open space is required per unit. The proposed project would provide 14,474 sf of common open space (comprising 13 percent of the project site). With approval of the PDP, the project would conform to the City's open space requirements. Additionally, the proposed project would include 11,735 sf of private open space, which is greater than the required 250 sf of private open space per unit.

The project's detached unit design allows for superior private outdoor space for each resident. While the building separation required by the City's Municipal Code is 30 ft, the project consists of a detached clustered product and the minimum 6 ft between habitable structures allows for private outdoor space for the prospective homeowner that exceeds the minimum private open space

requirement of 250 sf per unit. This feature is considered to be superior and more desirable to residents compared to the larger common area features required by the Municipal Code, particularly in light of the changing lifestyle choices due to the ongoing COVID-19 pandemic.

Construction and Grading

Project construction would last approximately 22 months, beginning in October 2021 and ending in July 2023. Construction would include demolition of the existing on-site structures, vegetation removal, grading, building construction, and the installation of landscaping and irrigation, lighting, storm drain facilities, and underground utilities. The maximum finished grade would be approximately 1 foot (ft) above existing grade, and approximately 3,000 cubic yards (cy) of soil import is anticipated to be required. Utility trenching would require excavation of up to 11 ft below existing grade. It is assumed that construction would utilize standard construction equipment and techniques, and no specialized construction equipment would be necessary to construct the proposed project.

Construction and operation activities that would be undertaken as part of the project would be characterized as in-fill development, which, when certain conditions are met, are considered to be exempt under *State CEQA Guidelines* Section 15332 (discussed in detail below).

Site Access

In its existing condition, the project site is accessible via three driveways along Katella Avenue and two driveways along Western Avenue. Pedestrian access is provided via sidewalks along Katella Avenue and Western Avenue.

Following project implementation, the site would be accessible via two driveways: one along Katella Avenue and the other along Western Avenue. The driveway on Katella Avenue would be right-in only; no exit would be allowed at this driveway location. The project site would be served by one internal private street that loops around the site, terminating at Katella Avenue and Western Avenue. The internal private street would provide sidewalks for pedestrian use. The residential development would also include three internal walkways along each row of housing units, which would provide pedestrian access to the units.

Water Quality

According to the Water Quality Management Plan (WQMP) (Rick Engineering Company, April 2021) prepared for the project, the existing site is relatively flat with elevations that vary from approximately 61 ft above mean sea level (amsl) in the northwest corner of the site to 59 ft amsl along the southern portion of the project site adjacent to Katella Avenue. Runoff in the eastern portion of the site generally sheet flows from the west towards the east and onto Western Avenue. Runoff in the western and central portions of the site generally sheet flow from the north to the south and onto Katella Avenue. No off-site runoff flows onto the project site.

In its existing condition, approximately 1.3 net acres (61 percent) are comprised of pervious surface area, and approximately 0.8 net acre (39 percent) is comprised of impervious surface area. Upon project implementation, approximately 0.64 net acre (30 percent) would be pervious area and approximately 1.46 net acres (70 percent) would be impervious, representing a decrease in pervious surface area and an increase in impervious surface area of approximately 0.66 net acre (31 percent).

The proposed project would include the following water quality features: a bioretention basin located along the site's southern boundary adjacent to Katella Avenue; a modular wetland located along the site's eastern boundary; an underground detention system located at the eastern side of the project site near Western Avenue; and three permeable pavement locations at the guest parking spaces along the site's western boundary and at either side of the tot lot in the center of the site. These proposed water quality features would be maintained by the Homeowner's Association (HOA).

Utilities

In the existing condition, the project site is served by domestic water, sewer, and gas mains within Katella Avenue and Western Avenue. Electricity is undergrounded within Katella Avenue and provided by overhead power lines along Western Avenue. There are private utility lines present beneath the project site that would be removed during demolition and/or grading. There may also be underground septic systems that would need to be removed and/or abandoned under the direction of the City's Public Works Department.

As part of the project, proposed domestic water and sewer laterals would connect the project site to the existing mains along Katella Avenue and Western Avenue. Proposed private water and sewer lines would be installed within the private streets and connect to all units on the project site. Electricity lines would be undergrounded within the project site and connect to existing electric mains along Katella Avenue and Western Avenue. The proposed project would feature the use of solar panels on all residential units, as required by the California Green Building Standards Code (California Code of Regulations [CCR], Title 24, Part 11 - CALGreen). Two fire hydrants are proposed within the project site. No natural gas connections would be included as part of the project. Domestic water service would be provided by Golden State Water Company. Sewers and storm drains are maintained by the City's Public Works Department. Electricity service would be provided by Southern California Edison.

Green Features

The following green features are included as part of the project and reflect the high level of environmental quality and design:

- 3.4 kW (kilowatt) Vivent Solar owned by each homeowner
- Phyn Plus smart water assistant and shutoff
- HALO LED (light-emitting diode) in-duct, whole home air purification system
- POWER-PIPE heat exchanger for drain water heat recovery
- Rheem Hybrid Electric Water Heater
- Solar battery back-up storage
- Energy Star certified and WaterSense labeled home

The project's design, including the detached units with garages, allows the space for these green features. Green features reduce the overall cost of homeownership and create a design with a more friendly carbon footprint than a multi-family development with large, covered parking areas and a large common space. With the inclusion of these green features, the project efficiently incorporates modern site planning techniques, thereby resulting in a more efficient use of land that would otherwise not be possible through strict application of the development standards.

Planned Development Permit

The project meets the purpose of the PDP in that it:

- Meets high quality standards exceeding what would be provided under strict application of the development standards.
- Utilizes modern site planning to provide additional housing opportunities on a large underutilized residential lot(s). Flexibility contemplated through the PDP enables the project Applicant to provide detached condominium units that function and feel like single-family residences, rather than a large building containing multiple dwelling units within it. This is a product type that is not abundantly available in the City and contributes to the need for a diverse supply of housing types.
- Utilizes high quality architectural designs and materials, and incorporates varying architectural treatments including wall offsets and significant vertical and horizontal articulation on the elevations of the homes.
- Incorporates extensive landscaping, enhanced paving, landscaped edges, and a blend of common and private outdoor space that provides a sense of place within the development (project site as a whole).
- Utilizes modern Green features to design a project that is environmentally conscious while reducing the overall cost of homeownership.

CEQA, SECTION 15332, CLASS 32 IN-FILL DEVELOPMENT EXEMPTION

Under *State CEQA Guidelines* Section 15332, a project, characterized as in-fill development, qualifies for an exemption under CEQA if the project: (1) is consistent with the general plan and zoning ordinance; (2) occurs within city limits on a project site of no more than 5 acres substantially surrounded by urban uses; (3) is located on a site that does not have value as habitat for endangered, rare, or threatened species; (4) would not result in any significant impacts relating to traffic, noise, air quality, or water quality; and (5) is adequately served by all required utilities and services.

(1) The proposed project is consistent with the General Plan and Zoning Ordinance.

According to the City's General Plan Land Use Map, the project site has a General Plan land use designation of GLMX, which allows vertical and horizontal mixed-use up to three stories in height, and an allowable density of 45 du/ac, or up to 160 residents per acre. The proposed stand-alone residential development would have a maximum height of three stories and a density of 16 du/ac. Further, the GLMX designation does not require mixed-use development. As such, the proposed project would be consistent with the intent of the GLMX General Plan land use designation.

As stated previously, the project site's base zone is RH. Allowable uses within the RH zone include residential developments up to 18 du/ac, as well as complementary uses such as schools, parks, libraries, and public facilities. The proposed project is for 36 detached residential units with a density of 16 du/ac, which is considered an allowable use under the RH zone. The project site is also located in the GLMX Overlay Zone; however, the project would be developed in compliance with the RH base zone. With approval of the PDP, as discussed below, the proposed project would be consistent with all development standards applicable to the RH base zone.

The proposed project conforms to applicable development standards in the City's Zoning Code in terms of lot dimensions, density, structure/impervious surface coverage, height, dwelling unit sizes, and certain setbacks. With approval of the PDP authorizing flexible application of development standards, the project would conform to the Zoning Code in relation to certain setbacks, separation distance between structures, and parking. The Zoning Code allows approval of a project that does not meet certain otherwise applicable development standards if a PDP is approved to ensure that high standards of design are met and that the project is consistent with the intent of the Zoning Code. The project conforms to the front setbacks, interior side setbacks, and the majority of the rear setback specified for the RH zone. The rear setback along the project site's western boundary would be greater than 25 ft along most of the boundary. At the two westernmost units (Unit 1 and Unit 36, as shown on Figure 2), the setback would be 10 ft, which is below the minimum requirement. Only 29.6 percent of the setback along the project site's western boundary would have this reduced setback of 10 ft. However, these locations are adjacent to a private road serving the neighboring multi-family development. The private road and an existing wall would enhance the separation between uses and reduce the need for a full 15-ft setback along this shared property line. The remainder of the western site boundary is designed with guest parking stalls to minimize the impact with the neighboring use and has a setback of 70 ft to the nearest building. As such, a reduced setback at these locations would not adversely affect neighboring uses. Additionally, the proposed buildings would be set back further than what is required throughout most of the project site, with the intent of easing the transition between the project and adjacent uses. Furthermore, landscaping elements have been incorporated throughout the project to create separation between the project and the surrounding uses. For example, while the setbacks meet the City's Municipal Code along the site's northern boundary, project design includes fourteen 24-inch box trees to screen and create separation and privacy with the existing Western Meadows condominium subdivision north of the project site.

The proposed project would include a minimum separation distance between residential units of approximately 6 ft, which meets California Building Code requirements. As designed, the proposed project would be deficient related to the separation distance between units. While the building separation required by the City's Municipal Code is 30 ft, the project consists of a detached clustered product and the minimum 6 ft between habitable structures allows for private outdoor space for the prospective homeowner that exceeds the minimum private open space requirement of 250 sf per unit. Additionally, the project's detached unit design allows for superior private outdoor space for each resident. This feature is considered to be superior and more desirable to residents compared to the larger common area features required by the Municipal Code, particularly in light of the changing lifestyle choices due to the ongoing COVID-19 pandemic. Further, with approval of the PDP, this separation distance would be allowable.

The proposed project would provide 95 parking spaces (including 72 garage spaces and 23 guest spaces) within the project site, which is less than the 156 spaces required by the City's Municipal Code. In addition to the 95 parking spaces, there will be an additional 23 tandem parking spaces provided (each garage of the three-bedroom units will feature this tandem space) for a total of 118 spaces on site. The City's Municipal Code does not allow for tandem parking spaces to count towards the total parking supply, but the physical reality is that the tandem parking design results in an additional 23 parking spaces beyond what is recognized by the City's Municipal Code. With a proposed parking supply of 95 spaces (72 garage spaces plus 23 guest spaces, but excluding the 23 tandem spaces), the project would have a parking deficit of 61 spaces based on the City's Municipal Code. With a proposed parking supply of 118 spaces (95 garage spaces including the 23 tandem spaces, plus 23 guest spaces),

the project would have a parking deficit of 38 spaces. According to the Parking Analysis (LSA, July 2021) prepared for the project, although the project would require 156 parking spaces per the City's Municipal Code, the proposed 118-space parking supply for the 36 multi-family units is within the range of demand expected for the use, which is based on industry standards and other nearby cities' parking requirements. Further, KB Home's Lighthouse Infill Residential Project (Lighthouse Project) located at 10871 Western Avenue north of the proposed project, offers the same product type being proposed by the project and the same parking configurations at a similar overall parking rate as currently proposed for the project. To date, 22 of the 40 units at the Lighthouse Project subdivision have been sold. As discussed in the Parking Analysis (2001), based on survey data collected from the existing Lighthouse Project buyers, 50 percent of the buyers are either married or single without children, and the remaining 50 percent are either married or single with children. The median household size is two persons, with 80 percent of the households comprised of three or less persons. Based on these survey data, it can be reasonably assumed that these households would have two cars each and would be adequately served by a 2 or 3 car garage.

Based on the Parking Analysis (2001), the proposed parking supply would be sufficient to accommodate the parking demand of the 36 multi-family units, and therefore, the proposed project would be consistent with the intent of the City's parking requirements. The adjustments allowed to the development standards by the PDP mentioned above will allow the property to be developed effectively and thoughtfully and will encourage infill development in the City. Therefore, with approval of the PDP, the proposed project would be consistent with all applicable development standards in the City's Zoning Code.

(2) The proposed project would occur within City limits on a project site of no more than 5 acres and would be substantially surrounded by urban uses.

The approximately 2.6 gross acre project site is currently developed. The western portion of the project site is partially developed with two one-story single-family homes, several small accessory structures, several mature trees, and scattered vegetation. One of the homes is currently occupied and the other is abandoned. The central portion of the project site is developed with the Stanton Community Garden. The northeastern portion of the project site is undeveloped.

As shown on Figure 1, the project site is located in an urbanized area primarily characterized by residential and commercial uses. The project site is bounded to the north by a multi-family residential development, to the east by Western Avenue and commercial and multi-family residential uses beyond, to the south by Katella Avenue and commercial uses and a hotel beyond, and to the west by multi-family residential uses and a mobile home park. Therefore, the proposed project occurs within City limits on a project site of no more than 5 acres substantially surrounded by urban uses.

(3) The proposed project would be located on a site that does not have value as habitat for endangered, rare, or threatened species.

As stated previously, the project site is developed with two one-story single-family homes, several small accessory structures, and the Stanton Community Garden. The northeastern portion of the project site is undeveloped. The project site is located in an urbanized area primarily characterized by residential and commercial uses. The project site has been graded for the development of the two single-family homes and is surrounded by urban development. Existing on-site habitat is not considered to have any value for endangered, rare, or threatened species. Further, the on-site habitat

does not provide a wildlife corridor as the site is completely surrounded by urban development. The City does not have any tree protection ordinances or other requirements related to the protection of biological resources that would apply to the project.

There are several mature trees within the project site, which will be removed upon project implementation. On-site tree species include the following: four Tree-of-Heaven (*Ailanthus altissima*), one silk tree (*Albizia julibrissin*), two Aleppo pine (*Pinus halepensis*), two California pepper (*Schinus molle*), three Chinese elm (*Ulmus parvifolia*), and three Mexican fan palm (*Washingtonia filifera*). The on-site tree species are not considered protected, endangered, rare, or threatened. Therefore, the project site has no current suitable habitat for endangered, rare, or threatened species.

A literature review was conducted to determine the potential occurrence of special-status species plant and animal species within or adjacent to the project area. Database records for the *South Gate, Whittier, La Habra, Long Beach, Los Alamitos, Anaheim, Seal Beach, and Newport Beach, California*, United States Geological Survey (USGS) 7.5-minute quadrangles were reviewed on February 15, 2021, using the California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDDB) *Rarefind 5*.¹ The query identified 22 special-status species that are listed as threatened or endangered or that had a 1B or 2B listing. Given the extent of the quadrangles, an additional query using the CNDDDB was conducted to identify which species had been identified within the project vicinity. The following plant and wildlife species were identified within a 1-mile radius of the project site: Horn's milk vetch (*Astragalus hornii* var. *hornii*), 1B.1; salt spring checkerbloom (*Sidalcea neomexicana*), 2B.2; Brand's star phacelia (*Phacelia stellaris*), 1B.1; Coulter's goldfields (*Lasthenia glabrata* ssp. *coulteri*), 1B.1; and western yellow bat (*Lasiurus xanthinus*), a species of special concern. Horn's milk vetch and salt spring checkerbloom are known to be extirpated from the area, and Coulter's goldfields and Brand's star phacelia are presumed to be extirpated from the area. The western yellow bat is known to roost under the dead palm fronds of the palm trees associated with the adjacent or nearby riparian habitats. Habitats associated with the species mentioned above do not occur within the project site and vicinity, and these species are presumed to not be present.

The proposed project, like all projects, would be subject to the standard provisions of the Migratory Bird Treaty Act (MBTA), which prohibits disturbing or destroying active nests, and Fish and Game Code Section 3503, which protects nests and eggs. Compliance with the MBTA is a regulatory requirement that is required for all projects; it is not considered mitigation as there are no identified impacts to biological resources. It is anticipated that the removal of on-site trees would be accomplished in a manner that avoids impacts to active nests during the breeding season. This would require adherence to standard conditions to comply with the MBTA, including preparation of nesting bird surveys or avoidance of vegetation removal between January 1 and August 31. With compliance with existing regulations, potential impacts to nesting birds would be avoided.

¹ Lonnie Rodriguez, LSA Senior Biologist, reviewed the California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDDB) for evidence of endangered, rare, or threatened species on the project site.

(4) The proposed project would not result in any significant impacts relating to traffic, noise, air quality, or water quality.

The proposed project would not result in significant impacts related to traffic, noise or vibration, air quality or greenhouse gas (GHG) emissions, or water quality, as discussed below.

Traffic

A Traffic Analysis (LSA, July 2021) (Attachment C) was prepared to identify the potential traffic and circulation effects associated with the proposed project.

As a result of Senate Bill (SB) 743, the *State CEQA Guidelines* were revised on December 28, 2018, requiring that transportation impacts are to be evaluated based on a project's effect on Vehicle Miles Traveled (VMT) starting July 1, 2020. The City has not yet adopted or established VMT analysis guidelines or thresholds. However, the *Guidelines for Evaluating Vehicle Miles Traveled for the County of Orange* (County VMT Guidelines), dated September 17, 2020, provide recommendations for the VMT analysis of a project. The County recommends VMT screening criteria for small projects. Per the County VMT Guidelines, small projects generating 500 or fewer daily trips are presumed to have a less than significant transportation impact. The Traffic Analysis (Attachment C) determined that the proposed project would generate 187 net new Average Daily Traffic (ADT). Because the ADT generation of the proposed project is less than the 500 ADT screening threshold of the County VMT Guidelines, the project is presumed to have a less than significant impact related to VMT.

Traffic Analysis

The Traffic Analysis (2021) included an operational analysis for the signalized intersection of Western Avenue/Katella Avenue and the proposed unsignalized project driveways. The driveway on Western Avenue will be right-in/right-out only, and the driveway on Katella Avenue will be right-in only (no exit at this driveway). The intersection capacity utilization (ICU) methodology was used to calculate the level of service (LOS) at Western Avenue/Katella Avenue. The *Highway Capacity Manual* (HCM), 6th Edition,¹ methodology was used to determine the LOS and queuing at Western Avenue/Katella Avenue and the proposed project driveways.

Existing traffic counts² were collected in March 2020, prior to the COVID-19 pandemic, during the a.m. (7:00 a.m.–9:00 a.m.) and p.m. (4:00 p.m.–6:00 p.m.) peak hours. Traffic volumes were escalated by 1 percent to account for possible growth and represent a 2021 condition. The Traffic Analysis determined that the intersection of Western Avenue/Katella Avenue is currently operating at satisfactory LOS during both peak hours.

Daily and peak-hour trips for the proposed project of 36 multi-family residential units and the existing occupied single-family home to be removed were calculated using the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 10th Edition.³ The proposed project is anticipated to generate 196 ADT, including 13 trips in the a.m. peak hour (3 inbound and 10 outbound) and 16 trips in the p.m. peak hour (10 inbound and 6 outbound). The existing single-family home to be removed generates 9 ADT, including 1 outbound trip in the a.m. peak hour and 1 inbound trip in the p.m. peak

¹ Transportation Research Board. 2017. *Highway Capacity Manual*, 6th Edition.

² Existing traffic counts were provided by Counts Unlimited and were taken on March 8, 2020.

³ Institute of Transportation Engineers. 2017. *Trip Generation Manual*, 10th Edition.

hour. The net new trips of the proposed project are 187 ADT, including 12 trips in the a.m. peak hour (3 inbound and 9 outbound) and 15 trips in the p.m. peak hour (9 inbound and 6 outbound).

The project peak-hour traffic volumes entering/exiting the project site were assigned to the proposed project driveways and the intersection of Western Avenue/Katella Avenue, based on the project site's proximity to regional arterials and freeways, and were added to the existing traffic volumes to determine the Existing Plus Project condition. The Traffic Analysis (2021) determined that the intersection of Western Avenue/Katella Avenue and the proposed project driveways are anticipated to operate at satisfactory LOS during both peak hours under the Existing Plus Project condition.

Based on the results of the Traffic Analysis, the intersection of Western Avenue/Katella Avenue and the proposed project driveways would operate at satisfactory LOS during both peak hours.

Queuing Analysis

A queuing analysis was conducted at the intersection of Western Avenue/Katella Avenue and the proposed project driveway on Western Avenue using the HCM, 6th Edition. The purpose of the queuing analysis is to determine the adequacy of the existing turn storage capacity and identify the potential for vehicles to spill back into the through lanes. Vehicle queues currently exceed the storage lengths at the intersection of Western Avenue/Katella Avenue (northbound left-turn and southbound left-turn lanes) during both peak hours. However, the project would contribute less than one vehicle length (25 ft) to each of these queues. The proposed project driveway on Katella Avenue would be right-in only. There would be a minimal (less than one vehicle length) outbound (eastbound right-turn) queue at the proposed project driveway along Western Avenue. Therefore, the project would not contribute significant queues to any of the study area intersection and would not result in any significant queuing along Katella Avenue or Western Avenue.

It should be noted that the project Applicant will lengthen the existing southbound left-turn lane at the intersection of Western Avenue/Katella Avenue from 100 ft to 175 ft. As requested by the City, the project Applicant will construct a raised median along Western Avenue at the location of the proposed project driveway to enforce no left turns from the project site into Western Avenue. In addition, at the City's request, no exits will be allowed at the Katella Avenue driveway. As no queuing impacts have been identified, project mitigation is not required. However, the project Applicant will implement these measures to address City comments.

Internal Circulation Assessment

According to the Traffic Analysis (2021), the potential conflict between vehicles and pedestrians could occur at the proposed project driveways along Katella Avenue and Western Avenue. As such, the Traffic Analysis recommended that the proposed project driveways be clear of obstructions so that pedestrians would be visible to the vehicles exiting the project site.

The Parking Design and Development Standards of the City's Municipal Code (Chapter 20.320, Section 070) require multi-family residential driveways serving 11 or more dwelling units to provide a minimum of 12.5 ft in width for one-way traffic and a minimum of 25 ft for two-way traffic. As shown on the site plan, the proposed project driveways and the drive aisles that provide garage access to each dwelling unit have a proposed width of 25 ft. As such, the proposed project driveways and drive aisles meet the City's driveway width standards. The City also requires that parking spaces on site be

located so that vehicle maneuvers are at least 20 ft away from a vehicular entrance, as measured from the face of the curb. As shown on the site plan, all of the guest parking spaces are located at least 20 ft from the proposed project driveways. As such, the proposed project complies with the City's standards with respect to parking maneuvering area. Therefore, the Traffic Analysis (2021) concluded that the proposed project is expected to have minimal conflict with the vehicular and pedestrian internal circulation on site.

Noise

A Noise and Vibration Impact Analysis Technical Memorandum¹ (LSA, May 2021) (Attachment D) was prepared to satisfy the City's requirement for a project-specific noise impact analysis and to examine the impacts of the proposed noise-sensitive uses on the project site. The primary existing noise sources in the project area are transportation facilities, including Western Avenue and Katella Avenue. Train-related activities associated with the Union Pacific railway corridor, located 840 ft to the east of the project site, also contribute to the existing noise environment in the project vicinity. In addition, operational noise from the adjacent commercial use that is adjacent to the project site is audible.

In order to assess the existing noise conditions in the area, noise measurements were conducted at the project site. Two long-term 24-hour measurements were taken from February 10, 2021, to February 11, 2021.

Construction Noise

Two types of short-term noise impacts would occur during project construction, including: (1) equipment delivery and construction worker commutes; and (2) project construction operations.

The first type of short-term construction noise would result from transport of construction equipment and materials to the project site and construction worker commutes. The single-event noise from equipment trucks passing at a distance of 50 ft from a sensitive noise receptor would reach a maximum level of 84 dBA L_{max} (maximum instantaneous noise level measured in A-weighted decibels). However, the pieces of heavy equipment for grading and construction activities would be moved on site just one time and would remain on site for the duration of each construction phase. This one-time trip, when heavy construction equipment is moved on and off site, would not add to the daily traffic noise in the project vicinity. The total number of daily vehicle trips would be minimal when compared to existing traffic volumes on the affected streets, and the long-term noise level change associated with these trips would not be perceptible. Therefore, equipment transport noise and construction-related worker commute impacts would be short term and would not result in a significant off-site noise impact.

The second type of short-term noise impact is related to noise generated during site preparation, grading, building construction, architectural coating, and paving on the project site. According to the Noise and Vibration Impact Analysis Technical Memorandum (2021), the composite noise level of the two loudest pieces of equipment expected to be used at the project site, typically the grader and

¹ Project changes related to the mix of three- and four-bedroom units and the restricted exit at the Katella Avenue driveway did not require revisions to the Noise and Vibration Impact Analysis Technical Memorandum (May 2021).

tractor, during construction, would be 81 dBA L_{eq} (equivalent continuous sound level) at a distance of 50 ft from the construction area.

Because the City does not have construction noise level limits, construction noise was assessed using criteria from the Federal Transit Administration's (FTA) *Transit Noise and Vibration Impact Assessment Manual* (FTA Manual) (September 2018). The FTA's General Assessment Construction Noise Criteria, based on the composite noise levels of the two noisiest pieces of equipment during construction, include 90 dBA L_{eq} for residential uses. Therefore, the expected construction noise levels generated during project construction (81 dBA L_{eq}) would be less than the FTA's construction noise standard of 90 dBA L_{eq} for residential uses.

Although the project construction noise would be higher than the ambient noise in the project vicinity, it would cease to occur once the project construction is completed. Moreover, Section 9.28.070(E) of the Stanton Municipal Code exempts construction activities from noise standards as long as construction activities do not take place between the hours of 8:00 p.m. and 7:00 a.m. on weekdays, including Saturday, or at any time on Sunday or a federal holiday. Compliance with the limitations and requirements of the City's Noise Ordinance, which states that construction activities shall occur only between the hours of 7:00 a.m. to 8:00 p.m., Monday through Saturday, would result in a less than significant impact. Therefore, with adherence to the City's Noise Ordinance, and because construction noise would not exceed the FTA's construction noise standard, project impacts related to construction noise would be less than significant.

Construction Vibration

According to the Noise and Vibration Impact Analysis Technical Memorandum (2021), the greatest levels of vibration are anticipated to occur during the site preparation phase and would utilize heavy equipment such as a large bulldozer. Bulldozers and other heavy-tracked construction equipment (vibratory rollers) generate approximately 87 vibration velocity decibels (VdB) or 0.089 peak particle velocity (PPV) inches per second (in/sec) of ground-borne vibration when measured at 25 ft, based on the FTA Manual. After the site preparation phase, all other construction phases will result in lower vibration levels because heavy tracked equipment will not be in use.

The distance to the surrounding uses for vibration damage potential is measured between the nearest off-site buildings and the project boundary. FTA guidelines indicate that a vibration level up to 0.2 in/sec PPV is considered safe for buildings that are non-engineered timber and masonry buildings. The closest structures to the project site are the high-density residential uses to the north approximately 15 ft from construction activity. The operation of heavy construction equipment such as a large bulldozer would generate ground-borne vibration levels at the nearest structures to the north of up to 0.156 PPV (in/sec) when adjusted for distance; however, those levels would not exceed the 0.20 PPV guideline that is considered safe for non-engineered timber and masonry building. Therefore, construction would not result in any vibration damage, and impacts would be less than significant.

As stated above, project construction has the potential to cause annoyance at the surrounding receptors due to vibrations caused by heavy equipment. Based on an average condition, heavy equipment would operate at a distance of 125 ft from the center of the project site to the nearest receptor to the north. Adjusting the reference levels at this distance, the high-density residential uses may experience vibration levels approaching 67 VdB with the use of heavier construction equipment.

This level of ground-borne vibration is below the threshold for frequent events, which is approximately 72 VdB at residential uses, and therefore, would not exceed the FTA vibration threshold for human annoyance at the nearest sensitive use. It should also be noted that construction would not occur during the more sensitive nighttime hours when people are typically asleep. For the reasons stated above, project impacts related to construction vibration would be less than significant.

Operational Noise

Based on data from the Traffic Analysis (LSA, July 2021), the proposed project is estimated to generate a net ADT volume of 187. Utilizing count information in the Traffic Analysis, the approximate existing ADT volumes on Katella Avenue and Western Avenue are 17,800 and 23,480, respectively. The project-related traffic would increase traffic noise along Katella Avenue and Western Avenue by up to 0.05 dBA. This noise level increase would not be perceptible to the human ear in an outdoor environment. Therefore, traffic noise impacts from project-related traffic on off-site sensitive receptors would be less than significant.

Based on monitoring results adjusted for distance, noise levels at the future residential units along Katella Avenue would approach 71.5 dBA CNEL (community noise equivalent level), and noise levels at the units along Western Avenue would approach 73.7 dBA CNEL. While this noise level falls within the normally unacceptable category of the City's land use compatibility matrix for outdoor uses, with the incorporation of the 6 ft high vinyl fences as indicated on the project plans, along with the shielding from the buildings once constructed, the private exterior areas would be below the exterior noise standard of 65 dBA CNEL. The 6 ft high vinyl fences between units are a project design feature as described in the Project Description.

Based on the United States Environmental Protection Agency's (USEPA) *Protective Noise Levels* (USEPA 1978), with windows and doors open, interior noise levels would be 61.7 dBA. Using the architectural plans for the proposed project (Rick Engineering 2020), which indicate that air conditioning would be installed allowing a windows-closed condition, LSA conducted interior noise calculations for the master bedrooms of Units 13 and 14 that face Western Avenue and Units 29 through 36 that face Katella Avenue. The results of the analysis show a 29.8 dBA exterior-to-interior noise reduction. With windows closed, interior noise levels at the master bedroom of the units along Western Avenue and Katella Avenue would be 43.7 dBA, which is below the 45 dBA CNEL interior noise standard with windows closed for noise-sensitive land uses. The Noise and Vibration Impact Analysis Technical Memorandum (2021) determined that with standard building construction, central air conditioning that would allow windows to remain closed, and windows with a minimum Sound Transmission Class (STC) rating of 28 or higher, the interior noise levels would be considered acceptable. Therefore, with adherence to these project design features, project impacts related to operational noise would be less than significant.

Operational Vibration

The proposed project is located next to roads with smooth pavement. Therefore, vehicular traffic adjacent to the project site would not result in significant ground-borne noise or vibration impacts from vehicular traffic. Additionally, based on screening distances within the FTA Manual, due to the Union Pacific railway corridor located 840 ft to the east of the project site, it is expected that there would be no discernable vibration effects from train operations. Therefore, project impacts related to operational vibration would be less than significant.

Air Quality

An Air Quality and Greenhouse Gas Technical Memorandum¹ (LSA, June 2021) (Attachment E) was prepared to assess project consistency with plans related to air quality, as well as project-related construction and operational emissions. The memorandum also provides an assessment of GHG emissions.

Consistency with the Clean Air Plan

The project site is within the South Coast Air Basin (Basin), which includes (among other areas) the City of Stanton. The South Coast Air Quality Management District (SCAQMD) is the local agency responsible for the administration and enforcement of air quality regulations in the Basin. The applicable air quality plan for the project area is the SCAQMD's 2016 *Air Quality Management Plan* (2016 AQMP) adopted in March 2017 and designed to satisfy the planning requirements of both the Federal and State Clean Air Acts. The main purpose of the 2016 AQMP is to describe air pollution control strategies to be taken by a city, county, or region classified as a nonattainment area. A nonattainment area is considered to have worse air quality than the National Ambient Air Quality Standards (NAAQS) and/or the California Ambient Air Quality Standards (CAAQS), as defined in the Federal Clean Air Act. The Basin is in nonattainment for the federal and State standards for ozone (O₃) and particulate matter less than 2.5 microns in diameter (PM_{2.5}). In addition, the Basin is in nonattainment for the State standard for particulate matter less than 10 microns in diameter (PM₁₀) and in attainment/maintenance for the federal PM₁₀, carbon monoxide (CO), and nitrogen dioxide (NO₂) standards.

The Southern California Association of Governments (SCAG) addresses regional issues relating to transportation, economy, community development, and environment in the Counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura. With regard to air quality planning, SCAG has prepared the Road to Greater Mobility and Sustainable Growth, Chapter 5, of the 2016 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) that forms the basis for the land use and transportation control portions of the SCAQMD's 2016 AQMP. On September 3, 2020, SCAG's Regional Council voted to adopt the 2020–2045 RTP/SCS (Connect SoCal). Connect SoCal builds off of previous plans, including the 2016 RTP/SCS.

Consistency with the 2016 AQMP for the Basin would be achieved if a project is consistent with the goals, objectives, and assumptions in the respective plan to achieve the federal and State air quality standards. Per the SCAQMD *CEQA Air Quality Handbook* (April 1993), there are two main indicators of a project's consistency with the applicable AQMP: (1) whether the project would increase the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay timely attainment of air quality standards or the interim emission reductions specified in the 2016 AQMP; and (2) whether the project would exceed the 2016 AQMP's assumptions for 2030 or yearly increments based on the year of project buildout and phasing. For the proposed project to be consistent with the AQMP, the pollutants emitted from the project should not exceed the SCAQMD daily threshold or cause a significant impact on air quality.

¹ Project changes related to the mix of three- and four-bedroom units and the restricted exit at the Katella Avenue driveway did not require revisions to the Air Quality and Greenhouse Gas Technical Memorandum (June 2021).

The proposed project involves construction of 36 residential units. Based on the City's average household size of 3.50,¹ the 36 proposed units would introduce up to 126 additional residents within the City. Although the proposed project would generate additional population through its provision of a residential development, the project's potential growth-inducing impacts would be considered less than significant since the 126 additional residents represents only a 0.3 percent increase from the City's current population of 38,377 persons.² In addition, the proposed project is consistent with the General Plan Land Use designation of High Density Residential and has therefore been identified for residential uses and included in SCAG's regional planning. In comparison to the General Plan buildout assumptions, the project would increase the City's housing stock by 36 dwelling units a (0.5 percent increase) and population by 126 persons, which is within the SCAG 2045 population growth forecast of 44,200 persons (15 percent increase) by 2045.³ Thus, the project would be consistent with the types, intensity, and patterns of land use envisioned for the site vicinity in Connect SoCal. As these units would provide housing for the growing population in the AQMP, the proposed project would be consistent with the General Plan designation for the site, and would not conflict with the 2016 AQMP. Furthermore, as discussed below, emissions generated by the proposed project would be below emissions thresholds established in SCAQMD's *Air Quality Significance Thresholds* (March 2015) and would not be expected to result in significant air quality impacts. As the SCAQMD has incorporated these same projections into the 2016 AQMP, it can be concluded that the project would be consistent with the projections. Therefore, the proposed project would not conflict with or obstruct implementation of the AQMP.

Construction Emissions

Air quality impacts could occur during demolition and construction of the proposed project due to soil disturbance and equipment exhaust. Major sources of emissions during demolition, grading, building construction and site work, building erection, paving and architectural coatings include (1) exhaust emissions from construction vehicles, (2) equipment and fugitive dust generated by vehicles and equipment traveling over exposed surfaces, and (3) soil disturbances from compacting and cement paving.

Construction of the proposed project would include the following tasks: demolition, site preparation, grading, concrete, building erection, building construction, and architectural coatings. It is anticipated that construction activities would take approximately 22 months. Peak daily emissions were analyzed using California Emissions Estimator Model (CalEEMod version 2016.3.2). Fugitive dust emissions would be substantially reduced by compliance with SCAQMD Rules 402 and 403. Implementation of these rules, including measures such as on-site watering at least two times daily, was accounted for in the project emission estimates. According to the Air Quality and Greenhouse Gas Technical Memorandum, construction equipment/vehicle emissions during construction periods would not

¹ California Department of Finance, E-5 Population and Housing Estimates for Cities, Counties, and the State, January 1, 2011–2020, with 2010 Benchmark, May 2020. Website: <https://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-5/> (accessed February 2020).

² Ibid.

³ Southern California Association of Governments. Connect SoCal 2020–2045 Regional Transportation Plan/ Sustainable Communities Strategies Demographics & Growth Forecast Technical Report. Table 14 Jurisdiction-Level Growth Forecast. Website: https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocial_demographics-and-growth-forecast.pdf?1606001579 (accessed February 2020).

exceed any of the SCAQMD daily emissions thresholds. Therefore, no construction-related air quality impacts would occur.

Operational Emissions

Long-term air pollutant emission impacts are those impacts associated with any change in permanent use of the project site by on-site energy and off-site mobile sources that increase emissions. Energy-source emissions include emissions associated with electricity consumption. Mobile-source emissions result from vehicle trips associated with a project.

According to the Traffic Analysis (2021), the proposed project would generate 187 net total daily trips during project operations. The operational emissions results indicate that the increase in criteria pollutants would not exceed the corresponding SCAQMD daily emission thresholds for any criteria pollutants. Therefore, no air quality impacts would occur. Further, the projected emissions of criteria pollutants as a result of the proposed project are expected to be below the emissions thresholds established for the region. Therefore, there would be no cumulatively considerable net increase of the criteria pollutants that are in nonattainment status in the Basin.

Sensitive Receptor Analysis

As described above, the proposed project would not significantly increase long-term emissions within the project area. Project implementation may expose surrounding sensitive receptors to airborne particulates, as well as a small quantity of construction equipment pollutants (i.e., usually diesel-fueled vehicles and equipment). However, construction contractors would be required to implement measures to reduce or eliminate emissions by following the SCAQMD's standard construction practices (Rules 402 and 403).

According to SCAQMD guidance,¹ in cases where proximate receptors may be closer than 82 ft (25 meters), any distances within the 82 ft (25 meters) buffer zone would be used to assess potential impacts on nearby sensitive receptors. Sensitive receptors include residences, schools, and similar uses that are sensitive to adverse air quality. The sensitive receptors nearest to the proposed project are the multi-family residences located approximately 15 ft north of the project site; therefore, the 82-foot distance threshold was used. According to the Air Quality and Greenhouse Gas Technical Memorandum, the project's on-site emissions would be below the SCAQMD's localized significance thresholds for construction and operations. Therefore, the proposed operational activity would not result in a locally significant air quality impact.

Odor Analysis

The proposed project does not include any uses or activities that would result in potentially significant odor impacts. The proposed project is a residential project, which does not typically produce nuisance odors. Some nuisance odors may emanate from the operation of diesel-powered construction equipment during construction of the proposed project. However, these odors would be limited to

¹ South Coast Air Quality Management District (SCAQMD). Fact Sheet for Applying CalEEMod to Localized Significance Thresholds. Website: <http://www.aqmd.gov/docs/default-source/ceqa/handbook/localized-significance-thresholds/caleemod-guidance.pdf> (accessed February 2021).

the construction period and would disperse quickly. Therefore, no significant impacts related to nuisance odors would result from the proposed project.

Greenhouse Gas Emissions

Analysis of the project's GHG impacts does not impact the project's eligibility for a Class 32 infill exemption under CEQA; therefore, the following discussion is provided for informational purposes only.

The City does not identify any criteria to evaluate GHG emissions impacts. On December 5, 2008, the SCAQMD adopted GHG Significance Thresholds for Stationary Sources, Rules, and Plans where the SCAQMD is lead agency. The threshold uses a tiered decision tree approach. Tier 3 excludes projects with annual emissions lower than a numerical screening threshold. For all non-industrial projects, the SCAQMD is proposing a screening threshold of 3,000 metric tons of carbon dioxide equivalent (MT CO₂e) per year for residential land uses. SCAQMD concluded that projects with emissions less than the screening thresholds would not result in a significant cumulative impact. Under Tier 4 (Option 3), which is related to sector-based standards, the project would be excluded if it were below an efficiency-based threshold of 4.8 MT CO₂e per service population per year or 2.9 MT CO₂e per service population per year for post-2020 projects. The City has used this tiered decision tree approach that has been supported by substantial evidence provided during the SCAQMD proposal of these interim standards.

GHG emissions associated with the proposed project would be confined to short-term emissions associated with construction activities, including emissions generated by stationary and mobile construction equipment, off-site transportation of construction equipment, off-site trucks hauling construction materials, and worker trips. Construction-related GHG emissions would occur during construction of the project, which would occur over an approximately 22-month period. Project-related GHG emissions were estimated using CalEEMod. Construction GHG emissions are estimated to total 530.3 MT CO₂e over the entire period of construction. When amortized over a 30-year period, construction GHG emissions would be 17.7 metric tons per year.

Operation of the proposed project would generate GHG emissions from area and mobile sources and indirect emissions from stationary sources associated with energy consumption. Mobile-source emissions of GHGs would include project-generated vehicle trips associated with the residential land use. Area-source emissions would be associated with activities including landscaping and maintenance of proposed land uses, architectural coating maintenance, and other consumer products sources. Increases in energy-source emissions would also occur at off-site utility providers as a result of demand for electricity, and water by the proposed uses.

The proposed project would result in the generation of approximately 319.2 MT CO₂e per year. With the combined amortized construction and operational GHG emissions, the proposed project's GHG emissions of 336.9 MT CO₂e per year would be well below the 3,000 MT CO₂e per year significance threshold recommended by the SCAQMD for residential projects under the Tier 3 approach. Based on the City's average household size of 3.50¹, the 36 proposed units would have a service population of

¹ California Department of Finance, E-5 Population and Housing Estimates for Cities, Counties, and the State, January 1, 2011–2020, with 2010 Benchmark, May 2020. Website: <https://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-5/> (accessed February 2020).

126 additional residents (36 dwelling units × 3.50 persons per household); therefore, it is assumed in this analysis that the service population of the project would be 126. Under the Tier 4 approach, the project would generate approximately 2.7 MT CO₂e per service population per year, which would not exceed the SCAQMD's post-2020 project-level efficiency threshold of 2.9 MT CO₂e per service population per year.

As discussed, construction and operations of the proposed project would have negligible GHG emissions. Construction and operational emissions would have no cumulatively considerable contribution to global climate change impacts, and therefore, no GHG impact would occur.

According to the Air Quality and Greenhouse Gas Technical Memorandum, the project is consistent with the *California 2017 Climate Change Scoping Plan* (Scoping Plan). To facilitate implementation of the Scoping Plan, the City adopted the Green Building Code. The proposed project would comply with performance-based standards included in the Green Building Code (e.g., the 2019 Building Energy Efficiency Standards). The project's design measures comply with or exceed the regulations and reduction actions/strategies outlined in the Scoping Plan. Therefore, the proposed project would not result in emissions that would impede or conflict with statewide attainment of GHG emission reduction goals as described in Assembly Bill (AB) 32 (reduce GHG emissions to 1990 levels by 2020), Senate Bill (SB) 32 (reduce GHG emissions 40 percent below 1990 levels by 2030), and Executive Order (EO) B-03-05 (reduce GHG emissions 80 percent below 1990 levels by 2050). In addition to the fact that the proposed project would not conflict with AB 32, SB 32, or executive orders, it also would not conflict with any other applicable plans, policies, or regulations intended to reduce GHG emissions. Therefore, no GHG impact would occur, and no mitigation is required.

Water Quality

The proposed project would comply with all applicable National Pollutant Discharge Elimination System (NPDES) requirements to reduce impacts to water quality. Projects that disturb greater than 1 acre of soil are subject to the requirements of the State Water Resources Control Board (SWRCB) *Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities* (Order No. 2009-0009-DWQ, NPDES No. CAS000002, as amended by Order Nos. 2010-0014-DWQ and 2012-0006-DWQ) (Construction General Permit). However, because the project would disturb between 1 and 5 acres (approximately 2.6 gross acres), the project may be eligible for a Small Construction Rainfall Erosivity Waiver, which would exempt the project from coverage under the Construction General Permit. To obtain a waiver, the project would need to demonstrate that there would be no adverse water quality impacts because construction activities would only occur when there is a low erosivity potential. If the project is not eligible for a waiver, the project Applicant would be required to obtain coverage under the Construction General Permit, prepare a Stormwater Pollution Prevention Plan (SWPPP), and implement construction Best Management Practices (BMPs) detailed in the SWPPP during construction activities. Construction BMPs would include, but not be limited to, Erosion Control and Sediment Control BMPs designed to minimize erosion and retain sediment on site, and Good Housekeeping BMPs to prevent spills, leaks, and discharge of construction debris and waste into receiving waters. Compliance with either the Small Construction Rainfall Erosivity Waiver or the Construction General Permit is a standard condition required through existing regulations.

According to the Preliminary Geotechnical Investigation¹ (2021) prepared for the proposed project, the historic high groundwater was mapped at depth of 10 ft below ground surface (bgs), and groundwater was encountered during borings drilled at a depth of 12 to 16 ft bgs. Based on the maximum depth of excavation for utility trenching of up to 11 ft below existing grade, it is anticipated that groundwater may be encountered during excavation activities. If encountered during excavation, groundwater dewatering may be required. If groundwater dewatering is necessary, groundwater would be discharged to either the sanitary sewer or stormdrain system. If discharged to the sanitary sewer system, a permit from the City's Public Works Department may be required to ensure that there is sufficient capacity available to accommodate the discharge to prevent sanitary sewer overflow, which can result in a discharge of pollutants to surface waters. If groundwater is discharged to the storm drain system, converge under the Santa Ana Regional Water Quality Control Board (RWQCB) NPDES Permit *General Waste Discharge Requirements for Discharges to Surface Waters that Pose an Insignificant (De Minimis) Threat to Water Quality* (Order No. R8-2009-0003, NPDES No. CAG998001, as amended by Order No. R8-2015-0004) (De Minimis Permit) would be required. This permit requires testing and treatment (as necessary) of groundwater encountered during groundwater dewatering prior to release to the stormdrain system. Compliance with the appropriate groundwater dewatering permit is a standard condition required through existing regulations.

Project operation would be subject to the requirements of the Santa Ana RWQCB's NPDES Permit *Waste Discharge Requirements for the County of Orange, Orange County Flood Control District, and the Incorporated Cities of Orange County within the Santa Ana Region Areawide Urban Storm Water Runoff Orange County* (Order No. R8-2009-0030, NPDES No. CAS618030, as amended by Order No. R8-2010-0062) (North Orange County MS4 Permit). In compliance with the North Orange County Permit requirements, a Water Quality Management Plan (WQMP)² was prepared for the proposed project. WQMPs specify the Site Design/LID, Source Control, and/or Treatment Control BMPs that would be implemented to capture, treat, and reduce pollutants of concern in stormwater runoff. According to the WQMP, proposed BMPs would include a bioretention basin located along the site's southern boundary adjacent to Katella Avenue; a modular wetland located along the site's eastern boundary; an underground detention system located at the eastern side of the project site near Western Avenue; and three permeable pavement locations at the guest parking spaces along the site's western boundary and at either side of the tot lot in the center of the site. The proposed BMPs would target pollutants of concern to reduce impacts to water quality.

Although groundwater dewatering could occur, dewatered groundwater would be discharged to the sanitary sewer or storm drain system and not back into groundwater, and therefore, would not introduce pollutants to groundwater. Infiltration of stormwater can have the potential to affect groundwater quality in areas of shallow groundwater. Due to the depth to groundwater, it is not expected that any stormwater that may infiltrate during construction or operation would affect groundwater quality because there is not a direct path for pollutants to reach groundwater. In addition, the project would be required to implement BMPs during operation to treat stormwater before it could reach groundwater.

As stated above, groundwater dewatering during construction may be required. However, any dewatering would be short term and minimal compared to the size of the overall groundwater basin.

¹ NMG Geotechnical, Inc. 2021. *Preliminary Geotechnical Investigation*. February 1, 2021.

² Rick Engineering Co. 2021b. *Preliminary Water Quality Management Plan (WQMP)*. April.

Project operation would not require groundwater extraction. Similarly, although development of the project would slightly increase impervious surface area on the project site by approximately 0.66 net acre, which would decrease on-site infiltration, any decrease in infiltration would be minimal compared to the size of the overall groundwater basin. For these reasons, the proposed project would not decrease groundwater supplies or interfere with groundwater recharge.

The proposed project would increase the amount of impervious surface area on the project site by approximately 0.66 acre, which would increase stormwater runoff. However, according to the Drainage Study,¹ the proposed underground detention system BMPs would retain stormwater runoff on site so that peak flows for the 10-year, 25-year, and 100-year storm events would be below or equivalent to pre-project conditions, consistent with the requirements of the North Orange County MS4 Permit. Incorporation of the detention system BMPs would ensure that stormwater runoff from the project site does not exceed the capacity of the downstream storm drain systems.

According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) No. 06059C0117J (December 3, 2009),² the project site is not located within a 100-year floodplain. Specifically, the project site is located within Zone X, areas of minimal flood hazard (areas outside the 500-year floodplain). The project site is not located near the Pacific Ocean or any large bodies of water; therefore, there is no risk of tsunami or seiche on the project site. No Impacts related to flood flows or release of pollutants from inundation would occur.

With compliance with the applicable NPDES permit requirements and implementation of BMPs, project impacts to water quality would be less than significant. Therefore, project compliance with the above requirements would ensure that implementation of the project would not result in any significant impacts related to water quality.

(5) The project site is adequately served by all required utilities and services.

Refer to the Utilities section, above, for discussion on the existing and proposed utilities. The proposed project is an infill development in an already established and fully developed area and, therefore, would have access to existing public services and utilities. The proposed project would connect to the existing utilities located along Katella Avenue and Western Avenue. The project Applicant has contacted the various utility companies to obtain will serve letters and will continue to work with these utility companies throughout the development process.

CEQA CATEGORICAL EXEMPTIONS – EXCEPTIONS

State CEQA Guidelines Section 15300.2 provides possible exceptions that may apply to specific types of CEQA exemptions. The exceptions to the categorical exemptions pursuant to Section 15300.2 of the *State CEQA Guidelines* are explained below.

¹ Rick Engineering Co. 2021a. *Drainage Study Letter for Preliminary Engineering of Katella Assemblage Project*. February 3, 2021.

² Federal Emergency Management Agency (FEMA). Flood Insurance Rate Map (FIRM) No. 06059C0117J. December 3, 2009.

- (a) **Location.** Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply in all instances, except where the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

This exception is only applicable to Classes 3, 4, 5, 6, and 11 and not to the Class 32 exemption applicable to this project.

- (b) **Cumulative Impact.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place over time is significant.

The project is an in-fill development project in a built-out urban area. The approved Lighthouse Project, located further north of the project site at 10871 Western Avenue, is currently under construction, will be developed as a higher-density infill project, and will complement the proposed project. Although the proposed project is the same type of land use as and is located near to the approved Lighthouse Project, the cumulative impact of these successive projects would not be significant, as discussed in the analysis below. According to the *CEQA Class 32 Categorical Exemption (CE) Support Letter for the Proposed Lighthouse Infill Residential Project* (LSA, March 2020), the Lighthouse Project was determined not to have a significant effect on the environment and, therefore, was found to be exempt from the provisions of CEQA pursuant to a Class 32 CE under Section 15332 of the *State CEQA Guidelines*. Additionally, no other known successive projects of the same type and in the same place would occur concurrent with the proposed project. There are no other current or reasonably foreseeable projects in the immediate vicinity of the proposed project that would contribute to cumulative impacts.

Since the construction schedules of the proposed project and the Lighthouse Project would not overlap, there would be no cumulative construction impacts. All cumulative operational traffic, noise, air quality, GHG emissions, and water quality impacts would be less than significant, as discussed below.

Traffic. CEQA evaluates traffic impacts using a VMT analysis, which is cumulative by nature, and as described above, the proposed project will have a less than significant VMT impact. As described earlier, the proposed project would generate 187 net new ADT. Because the ADT generation of the proposed project is less than the 500 ADT screening threshold of the County VMT Guidelines, the project is presumed to have less-than-significant cumulative impacts.

A congestion based analysis of traffic is provided herein for information purposes only and not for purposes of evaluating the proposed project's cumulative traffic impacts. The proposed project is the same type of land use as and is located near to the approved Lighthouse Project. Therefore, potential cumulative traffic impacts were analyzed for these two projects. Traffic volumes for the Lighthouse Project, obtained from the *Lighthouse Project Traffic Assessment* (Rick Engineering, November 2019), were added to the Existing Plus Project volumes to determine the Existing Plus Cumulative Plus Project condition. Table A summarizes the results of the Existing Plus Cumulative Plus Project peak-hour LOS analysis at the intersections of Western Avenue/Katella Avenue and the proposed project driveways. As shown in Table A, the intersections of Western Avenue/

Katella Avenue and the proposed project driveway at Western Avenue are anticipated to operate at satisfactory LOS during both peak hours under the Existing Plus Cumulative Plus Project condition.

Table A: Existing Plus Project Plus Cumulative Intersection Level of Service Summary

Study Area No.	Intersection	Existing				Existing Plus Cumulative Plus Project				Peak-Hour Δ Delay/ICU		LOS Impact?
		AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour		AM	PM	
		Delay/ ICU	LOS	Delay/ ICU	LOS	Delay/ ICU	LOS	Delay/ ICU	LOS			
1	Western Avenue/ Katella Avenue	32.6	C	34.6	C	33.1	C	35.1	D	0.5	0.5	No
	ICU	0.733	C	0.759	C	0.738	C	0.762	C	0.005	0.003	No
2	Project Driveway/ Katella Avenue (right-in only driveway)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
3	Western Avenue/ Project Driveway	-	-	-	-	13.3	B	10.8	B	-	-	No

Note: Delay is reported in seconds.

Δ = change

ICU = intersection capacity utilization

LOS = level of service

N/A = not applicable

Cumulative traffic volumes would not contribute significant queues (less than one vehicle length) to any of the study area intersections or turn movements under Existing Plus Cumulative Plus Project conditions. According to the Traffic Analysis, the intersection of Western Avenue/Katella Avenue currently operates at satisfactory LOS during both peak hours. Western Avenue and the proposed project driveways would operate at satisfactory LOS during both peak hours of Existing Plus Project and Existing Plus Cumulative Plus Project conditions. Therefore, cumulative traffic impacts are considered less than significant.

Noise. According to the USEPA, cumulative noise impacts represent the combined and incremental effects of human activities that accumulate over time. Cumulative operational noise impacts would occur primarily as a result of increased traffic on local roadways due to operation of the project and other nearby similar projects, in this case, the Lighthouse Project. Other on-site operational noise (car doors closing, children playing, etc.) would not contribute to cumulative noise impacts as such noise is localized to the project site itself.

A project's contribution to a cumulative traffic noise increase could be considered significant when the combined effect exceeds the perception level (i.e., auditory level increase) threshold. The combined effect compares the Future Year With Project condition to Existing conditions. This comparison accounts for the traffic noise increase generated by a project combined with the traffic noise increase generated by projects in the area. The incremental effect compares the Future Year With Project condition to the Future Year Without Project condition. The following combined effect and incremental effect criteria have been used to evaluate the overall effect of the cumulative noise increase.

- **Combined Effect.** The Future Year With Project noise level would cause a significant cumulative impact if a 3 dBA increase over Existing conditions would occur and the resulting noise level exceeds the applicable exterior standard at a sensitive use. Although there may be a significant noise increase due to the proposed project in combination with other related projects (combined effects), it must also be demonstrated that the project has an incremental effect. In other words, a significant portion of the noise increase must be due to the proposed project.
- **Incremental Effects.** The Future Year With Project noise level would cause a significant cumulative impact if it causes a 1 dBA increase in noise over the Future Year No Project noise level.

A significant impact would result only if both the combined and incremental effects criteria have been exceeded at a single roadway segment, because such an occurrence would indicate that there is a significant noise increase due to the proposed project in combination with other related projects and a significant portion of the noise increase is due to the proposed project. Noise, by definition, is a localized phenomenon and reduces as distance from the source increases. Consequently, only the proposed project and growth due to take place in the project site's nearby vicinity, which includes the Lighthouse Project, would contribute to cumulative noise impacts. Table B, below, lists the traffic noise effects along roadway segments in the project vicinity for existing and future traffic noise levels without and with the proposed project, including incremental and net cumulative impacts. The results of the analysis show that neither the combined effects nor incremental effects threshold for each segment is exceeded; therefore, there are no significant cumulative noise impacts related to long-term cumulative off-site traffic noise.

Table B: Cumulative Traffic Noise Scenario

Roadway Segment	Traffic Volumes (ADT)			Combined Effects ² (dBA CNEL)	Incremental Effects ³ (dBA CNEL)	Cumulatively Significant Impact?
	Existing	Future Year Cumulative No Project ¹	Future Year Plus Project			
Western Avenue north of Katella Avenue	17,880	17,990	18,050	< 0.1	< 0.1	No
Western Avenue south of Katella Avenue	17,980	17,990	18,020	< 0.1	< 0.1	No
Katella Avenue west of Western Avenue	23,480	23,520	23,610	< 0.1	< 0.1	No
Katella Avenue east of Western Avenue	22,940	23,000	23,060	< 0.1	< 0.1	No

Source: Compiled by LSA (2021).

¹ Traffic volumes include trips generated by the nearby KB Home's Lighthouse Infill Residential Project without the proposed project.

² Difference in CNEL between Existing and General Plan Buildout With Project.

³ Difference in CNEL between General Plan Buildout Without Project and General Plan Buildout With Project.

ADT = average daily trips

CNEL = Community Noise Equivalent Level

dBA = A-weighted decibels

Air Quality. As discussed in the Air Quality section above, the Basin is in nonattainment for the federal and State standards for O₃ and PM_{2.5}. In addition, the Basin is in nonattainment for the State PM₁₀ standard and is in attainment/maintenance for the federal PM₁₀, CO, and NO₂ standards. The Basin's nonattainment status is attributed to the region's development history. Past, present, and future development projects contribute to the region's adverse air quality impacts on a cumulative basis. By its very nature, air pollution is largely a cumulative impact. No single project is sufficient in size to, by itself, result in nonattainment of ambient air quality standards. Instead, a project's individual emissions contribute to existing cumulatively significant adverse air quality impacts. If a project's contribution to the cumulative impact is considerable, then the project's impact on air quality would be considered significant.

In developing thresholds of significance for air pollutants, the SCAQMD considered the emission levels for which a project's individual emissions would be cumulatively considerable. If a project exceeds the identified significance thresholds, its emissions would be cumulatively considerable, resulting in significant adverse air quality impacts to the region's existing air quality conditions.

Therefore, if the proposed project's daily emissions of construction- or operational-related criteria air pollutants exceed thresholds established by the SCAQMD, the proposed project would result in a considerable contribution to a cumulatively significant impact. As determined by the Air Quality and Greenhouse Gas Technical Memorandum (Attachment E), implementation of the proposed project would not generate significant construction or operational emissions, and would not result in individually significant impacts. In addition, the CEQA analysis for the Lighthouse Project found that air quality emissions would be less than significant. Therefore, the proposed project, in combination with other projects of the same type and in the same place, would not result in a cumulatively considerable contribution to regional air quality impacts. Further, it should also be noted that since the construction schedules of the proposed project and the Lighthouse Project would not overlap, there would be no cumulative construction impacts.

Greenhouse Gas Emissions. GHG impacts are by their nature cumulative impacts. Localized impacts of climate change are the result of the cumulative impact of global emissions. The combined benefits of reductions achieved by all levels of government help to slow or reverse the growth in GHG emissions. In the absence of comprehensive international agreements on appropriate levels of reductions achieved by each country, another measure of cumulative contribution is required. Therefore, a cumulative threshold based on consistency with State targets and actions to reduce GHGs is an appropriate standard of comparison for significance determinations.

AB 32 requires the California Air Resources Board (CARB) to reduce statewide GHG emissions to 1990 levels by 2020. As part of this legislation, the CARB was required to prepare a "Scoping Plan" that demonstrates how the State will achieve this goal. The Scoping Plan was first adopted in 2011 and in it local governments were described as "essential partners" in meeting the statewide goal, recommending a GHG reduction level of 15 percent below 2005 to 2008 levels by 2020. In addition, the CARB released a second update to the Scoping Plan, the 2017 Scoping Plan, to reflect the 2030 GHG emission reductions target of at least 40 percent below 1990 levels by 2030.

The regulatory compliance analysis provided above demonstrates that the proposed project's design measures comply with or exceed the regulations and reduction actions/strategies outlined

in the California Scoping Plan. Therefore, the proposed project would not result in emissions that would impede or conflict with statewide attainment of GHG emission reduction goals as described in AB 32 (reduce GHG emissions to 1990 levels by 2020), SB 32 (reduce GHG emissions 40 percent below 1990 levels by 2030), and EO B-03-05 (reduce GHG emissions 80 percent below 1990 levels by 2050). As such, given the proposed project's consistency with statewide reduction goals, the proposed project would not result in a cumulatively considerable contribution to GHG impacts. In addition, the CEQA analysis for the Lighthouse Project found that the project would also be consistent with statewide reduction goals. Therefore, the proposed project, in combination with other similar and nearby projects, would not result in a cumulatively considerable contribution to GHG impacts. Further, it should also be noted that since the construction schedules of the proposed project and the Lighthouse Project would not overlap, there would be no cumulative construction impacts.

Water Quality. The project site and the similar and nearby Lighthouse Project are both located within the Anaheim Bay Watershed.¹ Cumulative development in the Anaheim Bay Watershed is a continuation of the existing urban pattern of development that has already resulted in extensive modifications to watercourses in the area. The area's watercourses have been channelized and drainage systems have been put into place to respond to the past urbanization that has occurred in this area. The proposed project and the Lighthouse Project could potentially increase the volume of stormwater runoff and contribute to pollutant loading in stormwater runoff reaching both the City's storm drain system and the Anaheim Bay Watershed, thereby resulting in cumulative impacts to water quality. However, both the proposed project and the Lighthouse Project will include operational BMPs to reduce impacts to both surface water quality and groundwater quality in compliance with local ordinances and plans adopted to comply with requirements of the North Orange County MS4 Permit. Specifically, a WQMP is required for each project to determine appropriate BMPs to minimize water quality impacts. In addition, the City has reviewed both projects to ensure that sufficient local and regional drainage capacity is available.

In summary, because the proposed project and the Lighthouse Project would comply with applicable NPDES requirements and would include BMPs and drainage facilities to reduce the volume of stormwater runoff and pollutants of concern in stormwater runoff, the cumulative water quality impacts of the proposed project and the Lighthouse Project would be less than cumulatively significant. Therefore, the proposed project's incremental water quality impacts would not be cumulatively considerable.

Summary. The proposed project involves a multi-family residential development in an area substantially characterized by residential uses. The proposed project would rely on and can be accommodated by the existing road system, public services, and utilities. Since the construction schedules of the proposed project and the Lighthouse Project would not overlap, there would be no cumulative construction impacts. All cumulative operational traffic, noise, air quality, GHG emissions, and water quality impacts would be less than significant, as discussed above. There are no project impacts that would be cumulatively considerable in connection with the effects of

¹ County of Orange. 2021. H2OC Stormwater Program, OC Watersheds Map. Website: <https://h2oc.org/show-me-my-watershed/> (accessed May 5, 2021).

projects of the same type in the same place, including the Lighthouse Project. Thus, contributions to potential cumulative impacts would not be cumulatively considerable.

- (c) **Significant Effect.** A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

No unusual circumstances have been identified in or around the project site that would result in significant environmental impacts. In addition, no impacts to biological resources would occur as the project site is already developed with two one-story single-family homes and several small accessory structures, is located within an existing urban setting, and has no value as habitat for endangered, rare, or threatened species. Given the urban nature of the project site and the compatibility of the proposed project with the character of the surrounding residential uses, there is no evidence to indicate that the proposed project would have a significant effect on the environment due to unusual circumstances. For additional information, refer to the Traffic Analysis (LSA, July 2021) (Attachment C), the Noise and Vibration Impact Analysis Technical Memorandum (LSA, May 2021) (Attachment D), and the Air Quality and Greenhouse Gas Technical Memorandum (LSA, June 2021) (Attachment E).

- (d) **Scenic Highways.** A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified Environmental Impact Report.

The California State Scenic Highway System Map does not include any eligible or officially designated scenic highways located in the project vicinity.¹ The nearest eligible scenic highway is State Route (SR) 1 (also known as Pacific Coast Highway), which is located approximately 6.5 miles southwest of the project site. The nearest officially designated scenic highway is a portion of SR-91 located approximately 10.5 miles northeast of the project site. Due to intervening land uses and distance, the project site is not visible from any State Scenic Highways. Therefore, the project would not result in damage to a scenic resource within a highway officially designated as a State Scenic Highway.

- (e) **Hazardous Waste Sites.** A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

The project site is not listed on the Department of Toxic Substances Control (DTSC) Hazardous Waste and Substances Site List (Cortese List, compiled pursuant to Section 65962.5 of the Government Code).² According to the DTSC EnviroStor database, the project site is not located on a federal superfund site, State response site, voluntary cleanup site, school cleanup site,

¹ California Department of Transportation (Caltrans). California State Scenic Highway System Map. Website: <https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=2e921695c43643b1aaf7000dfcc19983> (accessed February 15, 2021).

² California Environmental Protection Agency (CalEPA). Cortese List Data Resources. Website: <https://calepa.ca.gov/sitecleanup/corteselist/> (accessed February 15, 2021).

corrective action site, or tiered permit site.¹ Review of the State Water Resources Control Board (SWRCB) GeoTracker database also confirms that the project site is not located within any hazardous materials sites.² The project site is not located on a list of solid waste disposal sites identified by the SWRCB with waste constituents above hazardous waste levels outside the waste management unit³ or active cease and desist orders and cleanup and abatement orders.⁴ All use, storage, transport and disposal of hazardous materials (including any hazardous wastes) during construction activities will be performed in accordance with existing local, State, and federal hazardous materials regulations. Therefore, the project is not located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

Two one-story single-family homes are currently located on the project site. According to the Historical Evaluation Memorandum⁵ (LSA, February 2021⁶) (Attachment F) prepared for the project, the existing single-family homes do not appear to be eligible for listing in the California Register of Historical Resources under any criteria. Neither home is representative of a significant historical event or associated with any historically significant people. The architecture of the home located at 7401 Katella Avenue is unremarkable and no architect or builder was found. The home located at 7421 Katella Avenue does have a defined architectural style (Ranch); however, neither an architect nor a builder was found, and the property is in poor condition. Considering the poor condition of the property, it was concluded that there are better examples of the Ranch-style home in the City. Therefore, for these reasons, the proposed project would not cause a substantial adverse change in the significance of a historical resource.

¹ California Department of Toxic Substances Control (DTSC). EnviroStor Database. Website: https://www.envirostor.dtsc.ca.gov/public/map/?global_id=19970011 (accessed February 15, 2021).

² State Water Resources Control Board (SWRCB). GeoTracker database. Website: <https://geotracker.waterboards.ca.gov/> (accessed February 15, 2021).

³ CalEPA. Sites Identified with Waste Constituents above Hazardous Waste Levels Outside the Waste Management Unit. Website: <https://calepa.ca.gov/wp-content/uploads/sites/6/2016/10/SiteCleanup-CorteseList-CurrentList.pdf> (accessed February 15, 2021).

⁴ CalEPA. Cortese List Data Resources. Website: <https://calepa.ca.gov/sitecleanup/corteselist/> (accessed February 15, 2021).

⁵ Project changes related to the mix of three- and four-bedroom units and the restricted exit at the Katella Avenue driveway did not require revisions to the Historical Evaluation Memorandum (February 2021).

⁶ LSA. 2021. *Historical Evaluation of 7401/7421 Katella Avenue, City of Stanton, California* (Historical Evaluation Memorandum). February 23, 2021.

CONCLUSION

In summary, the project would be exempt from further CEQA review pursuant to Section 15332 of the *State CEQA Guidelines* and would not meet any of the exceptions listed in Section 15300.2 of the *State CEQA Guidelines* that would disqualify the project from the Class 32 Categorical Exemption.

LSA is available to discuss the contents of this letter with City staff, if necessary. Although this letter is intended to explain how the proposed project would be exempt from the requirements of CEQA under a Class 32 Categorical Exemption, this letter does not represent legal advice. As always, it is LSA's pleasure to assist KB Home Coastal with any CEQA needs. If you have any questions, please contact Ashley Davis at (949) 553-0666 or ashley.davis@lsa.net.

Sincerely,

LSA Associates, Inc.



Ashley Davis
Principal

Attachments: A: Figures 1 and 2
B: Parking Analysis (LSA, July 2021)
C: Traffic Analysis (LSA, July 2021)
D: Noise and Vibration Impact Analysis Technical Memorandum (LSA, May 2021)
E: Air Quality and Greenhouse Gas Technical Memorandum (LSA, June 2021)
F: Historical Evaluation Memorandum (LSA, February 2021)

ATTACHMENT A

FIGURES 1 AND 2

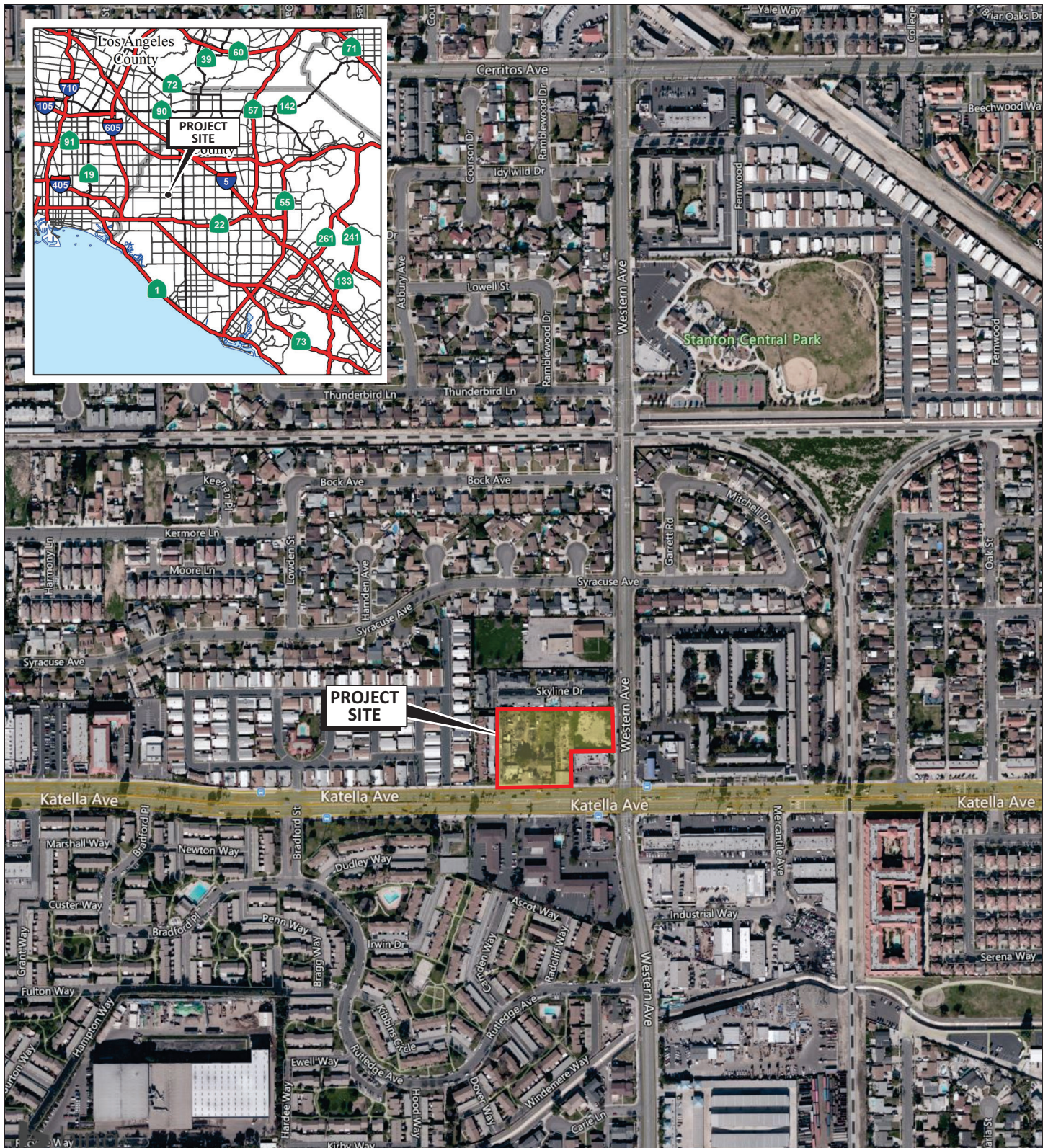
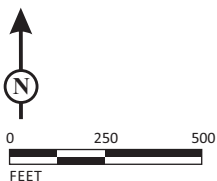


FIGURE 1

LSA

LEGEND

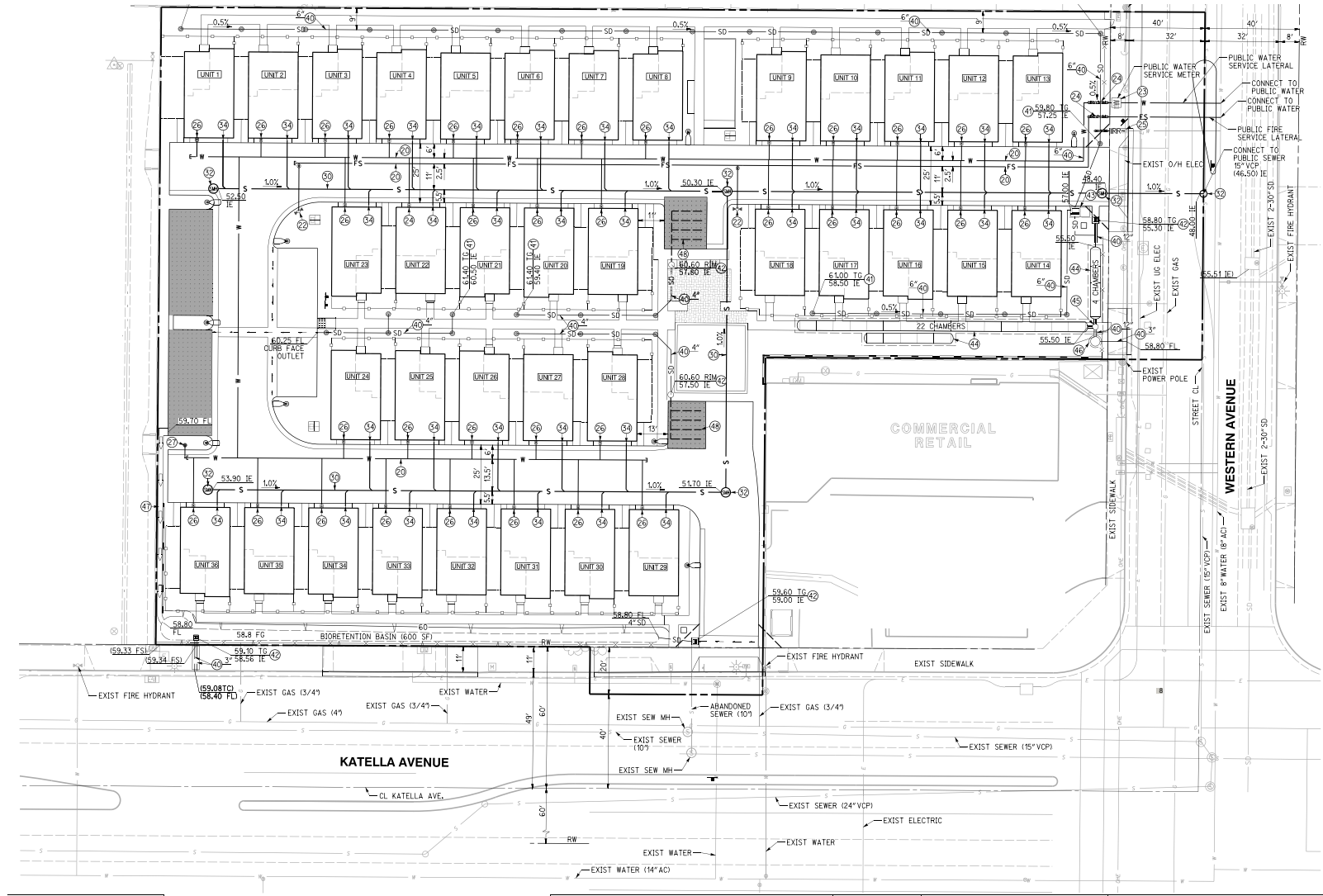
- Project Site



SOURCE: Bing Maps

I:\KBH2001\G\Project Location.cdr (2/17/2021)

Katella Assemblage Infill Residential Project
Project Location



LSA



0 35 70
FEET

SOURCE: Rick Engineering Company

I:\KBH2001\G\Site Plan.ai (7/14/2021)

FIGURE 2

Katella Assemblage Infill Residential Project
Site Plan

ATTACHMENT B

PARKING ANALYSIS (LSA, JULY 2021)



July 19, 2021

Kurt Bausback, Director, Planning and Entitlements
KB Home Coastal
9915 Mira Mesa Boulevard, Suite 100
San Diego, CA 92131

Subject: Parking Analysis for the Katella Assemblage Infill Residential Project in Stanton, California

Dear Mr. Bausback:

LSA is pleased to submit this parking analysis for the proposed Katella Assemblage Infill Residential Project (project) at the northwest corner of the intersection of Western Avenue/Katella Avenue in Stanton, California. The proposed project would replace two existing single-family homes with 36 multifamily residential dwelling units and 118 parking spaces.

The purpose of the parking analysis is to determine whether the proposed parking supply would accommodate the expected parking demand for the project.

PROJECT DESCRIPTION

The approximately 2.6 gross acre¹ project site is bounded by multifamily residences to the north and west, Katella Avenue to the south, Western Avenue to the east, and commercial uses at the southeast corner. The existing project site includes two single-family residences (one vacant and one occupied).

The proposed project would construct 36 multifamily residential dwelling units on site. According to the most recent site plan (Attachment A), the proposed project would include 23 three-bedroom dwelling units and 13 four-bedroom dwelling units. The proposed project would provide a total parking supply of 118 spaces (95 garage spaces and 23 guest parking spaces [inclusive of one Americans with Disabilities Act (ADA) accessible parking space]). The 23 three-bedroom units would be constructed with three-car garages (including one 10-foot [ft] x 17 ft tandem space within each garage), and the 13 four-bedroom units would be constructed with two-car garages.

PARKING ANALYSIS

City of Stanton Parking Requirements

The City of Stanton (City) Municipal Code (Section 20.320.030) stipulates the parking requirements for single-family residential dwelling units (cluster, subdivision, and condominiums) with three-bedroom and four-bedroom configurations (4 spaces per unit and 1 guest space for every three units). Application of the City Municipal Code parking requirements to the proposed project would

¹ The gross site area includes public right-of-way easements; the net site area is 2.1 acres.

require a total of 156 parking spaces (92 spaces for 23 three-bedroom units, 52 spaces for 13 four-bedroom units, and 12 guest spaces for 36 total units).

The City's Municipal Code does not allow for the 10 ft x 17 ft tandem parking spaces to count towards the total parking supply, but the physical reality is that the tandem parking design results in an additional 23 parking spaces beyond what is recognized by the City. With a proposed parking supply of 95 spaces (72 garage spaces plus 23 guest spaces, but excluding the 23 tandem spaces), the project would have a parking deficit of 61 spaces based on the City Municipal Code. With a proposed parking supply of 118 spaces (95 garage spaces including the 23 tandem spaces plus 23 guest spaces), the project would have a parking deficit of 38 spaces.

KB Home's Lighthouse subdivision, located at 10871 Western Avenue north of the proposed project, offers the same parking configurations at a similar overall parking rate as currently proposed for the project. To date, 22 of the 40 units at the Lighthouse subdivision have been sold. Based on survey data collected from the existing Lighthouse buyers (Attachment B), 50 percent are either married or single without children, and the remaining 50 percent are either married or single with children. The median household size is 2 persons, with 80 percent of the households being comprised of 3 or less persons. Based on this survey data, it can be reasonable assumed that these households have two cars each.

Lighthouse homebuyers do not appear to have a preference between three-bedroom, three-car garages and the four-bedroom, two-car garages. Approximately 60 percent of the homebuyers were renting prior to purchasing at Lighthouse, and they acknowledge that the attached garage in both the two-car and three-car configuration is a superior feature that was not available in their rental. In addition, the Covenants, Conditions & Restrictions (CC&Rs) at the proposed project will require homeowners to park within their enclosed garages, and the dedicated guest parking spaces will be managed by the Homeowners Association via a guest permit program.

Although the proposed parking design will result in fewer parking spaces than required by the City Municipal Code, the proposed project is anticipated to provide more than adequate parking spaces for the expected parking demand. To confirm, LSA evaluated industry parking standard and parking rate requirements for neighboring cities to justify the proposed parking supply on site.

Institute of Transportation Engineers Parking Rate

The Institute of Transportation Engineers' (ITE) *Parking Generation* manual (5th Edition, 2019) is accepted as the industry standard throughout the nation. According to the ITE *Parking Generation*, Multifamily Housing (Mid-Rise) dwelling units have a weekday average peak period parking demand of 1.31 spaces per dwelling unit. Application of the Multifamily Housing (Mid-Rise) parking rate to the 36 proposed dwelling units would require 47 parking spaces. Under this land use designation, the ITE parking rate would generate a lower parking demand in comparison to the City Municipal Code parking requirement. The proposed 118 parking spaces would exceed the ITE parking demand of 47 spaces.

Other City Parking Requirements

LSA also researched parking requirements for surrounding cities in Orange County (Cypress, Fullerton, Orange, and Westminster) that include Municipal Codes provisions for multifamily

dwelling residential units. Table A (Attachment C) summarizes the neighboring cities' off-street parking ordinances and the total number of spaces that would be required for the project.

As shown in Table A, application of the other city parking rates would result in parking requirements within the proposed parking supply of 118 spaces:

- **City of Cypress:** 99 required parking spaces
- **City of Fullerton:** 108 required parking spaces
- **City of Orange:** 106 required parking spaces
- **City of Westminster:** 90 required parking spaces

It is anticipated that many of the project's units will be occupied by households with 3 people or less, resulting in fewer drivers and vehicles. As described above, the surveys of homebuyers purchasing similar homes at the Lighthouse subdivision indicate that the median household size is 2 persons, with 80 percent of the households being comprised of 3 or less persons (including children). Therefore, it can be reasonably assumed that the majority of households have 2 cars. The site's proximity to transit and the popularity of ride sharing, bike sharing, and scooter services would also support a lower parking demand for the project. As such, the parking requirements from the nearby cities referenced above provide a more accurate representation of the necessary parking for the project. Based on this information, the proposed parking supply of 118 spaces would accommodate the parking demand of the 36-unit multifamily residential project.

CONCLUSIONS

According to the ITE industry standard and other cities' parking requirements, a parking supply of 118 spaces is within the range of peak parking demand expected for 36 multifamily dwelling units. Based on this analysis, the proposed project would provide sufficient parking for all residents and guests.

If you have any questions, please do not hesitate to contact me at (949) 553-0666 or dean.arizabal@lsa.net.

Sincerely,

LSA Associates, Inc.

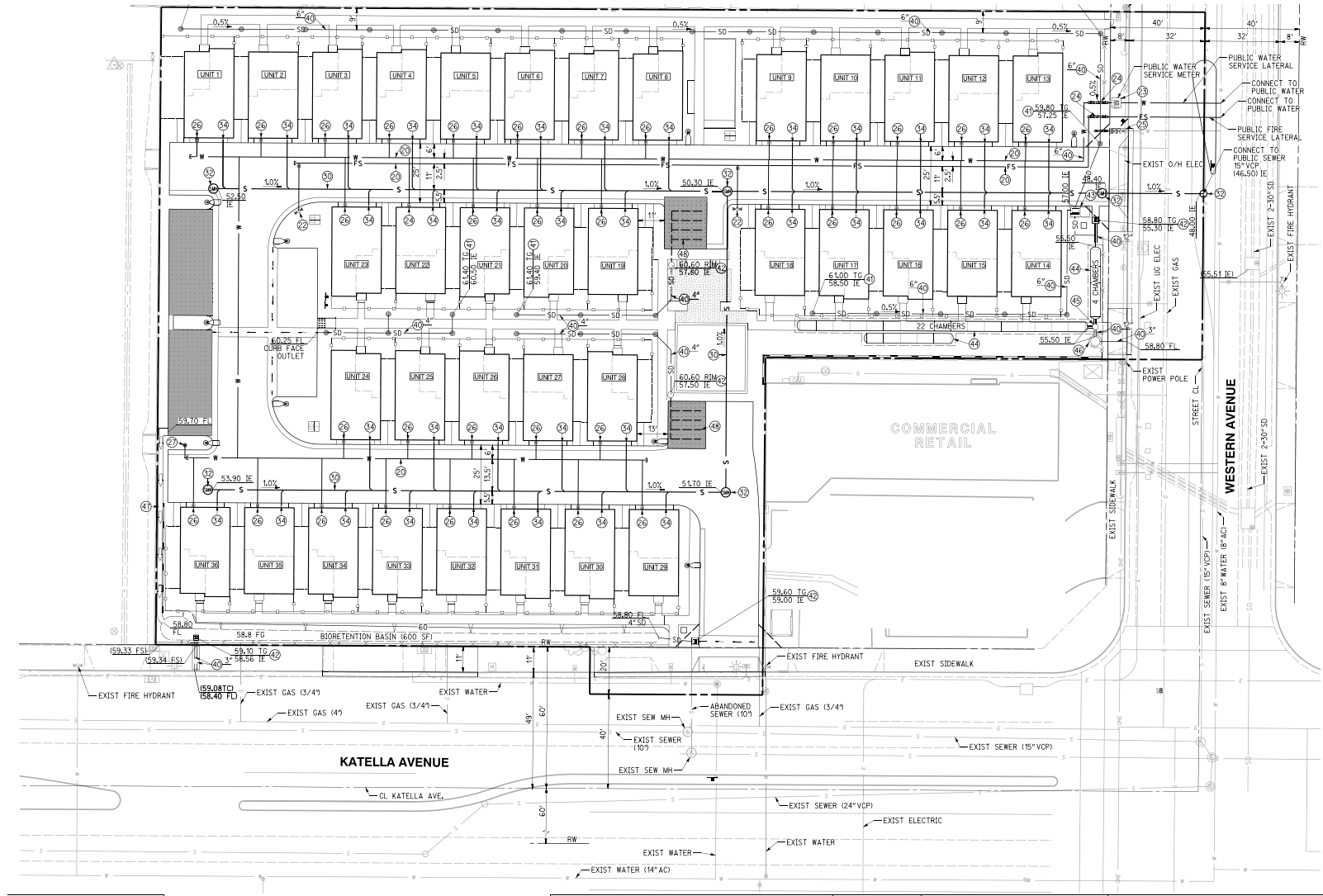


Dean Arizabal
Principal

Attachments: A: Site Plan
B: Lighthouse Homebuyer Surveys
C: Table A

ATTACHMENT A

SITE PLAN



LSA



0 35 70
FEET

SOURCE: Rick Engineering Company

I:\KBH2001\G\Site Plan.ai (7/14/2021)

FIGURE 1

Katella Assemblage Infill Residential Project
Site Plan

ATTACHMENT B

LIGHTHOUSE HOMEBUYER SURVEY

Coastal - Homebuyer Survey Profiles

Homebuyer Survey results for Gross Sales between 5/2/2020 and 5/2/2021.



Division	Company	Project
Coastal	00450 - Coastal	410

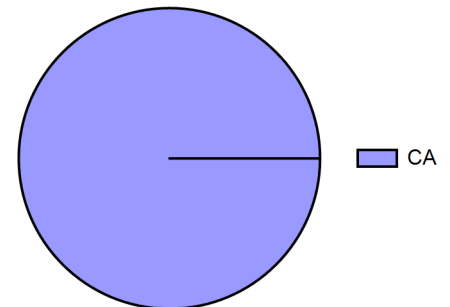
Period Activity	Units	Measures	Activity
Backlog	20	Gross Sales	22
Cancellations	2	Surveys Processed	22
Gross Sales	22	% Surveys Processed	100.0%
Net Sales	20		

TOP 20		
Prior City	Units	%
Stanton	5	22.7%
Buena Park	3	13.6%
Anaheim	2	9.1%
Cerritos	1	4.5%
Costa Mesa	1	4.5%
Cypress	1	4.5%
Diamond Bar	1	4.5%
Fountain Valley	1	4.5%
Huntington Beach	1	4.5%
Huntington	1	4.5%
Huntington Beach	1	4.5%
Long Beach	1	4.5%
Sacramento	1	4.5%
Santa Ana	1	4.5%
Westminster	1	4.5%

TOP 20		
Prior Zip	Units	%
90680	5	22.7%
90620	3	13.6%
90630	1	4.5%
90703	1	4.5%
90803	1	4.5%
91765	1	4.5%
92626	1	4.5%
92647	1	4.5%
92648	1	4.5%
92649	1	4.5%
92683	1	4.5%
92704	1	4.5%
92708	1	4.5%
92807	1	4.5%
92808-1027	1	4.5%
95834	1	4.5%

TOP 20		
Prior St	Units	%
CA	22	100.0%

Prior State - Top 20

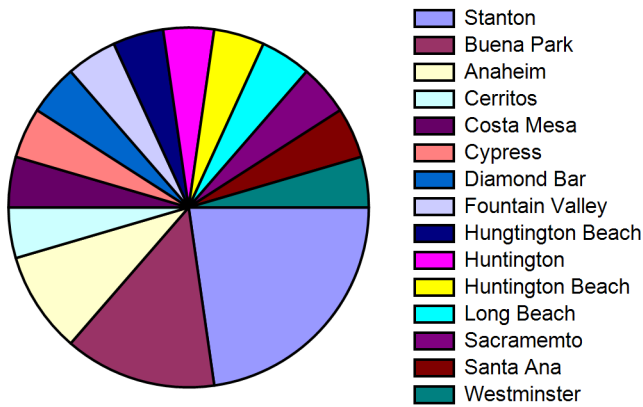


Coastal - Homebuyer Survey Profiles

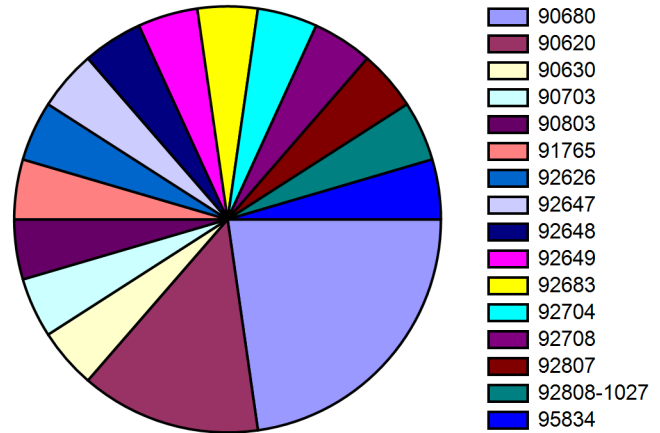
Homebuyer Survey results for Gross Sales between 5/2/2020 and 5/2/2021.



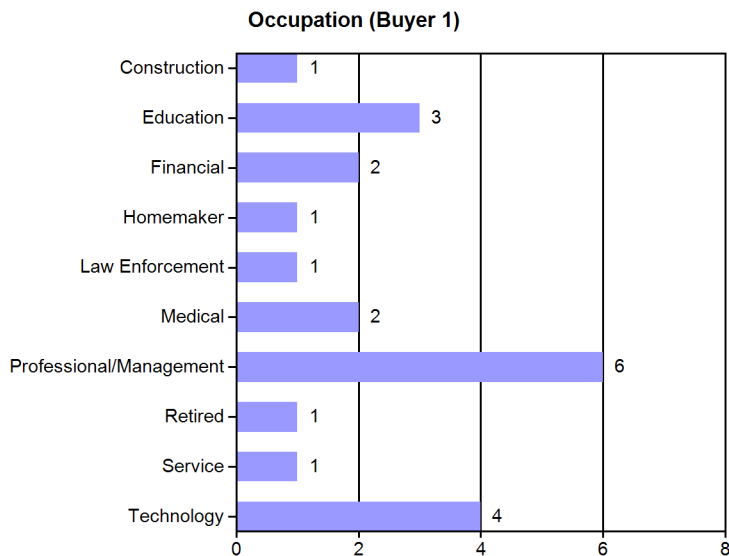
Prior City - Top 20



Prior Zip Code - Top 20



What industry do you work in? (Buyer 1)



Occupation (Buyer 1)	Count	%
Construction	1	4.5%
Education	3	13.6%
Financial	2	9.1%
Homemaker	1	4.5%
Law Enforcement	1	4.5%
Medical	2	9.1%
Professional/Management	6	27.3%
Retired	1	4.5%
Service	1	4.5%
Technology	4	18.2%
Total Responses	22	100.0%

What industry do you work in? (Buyer 2)

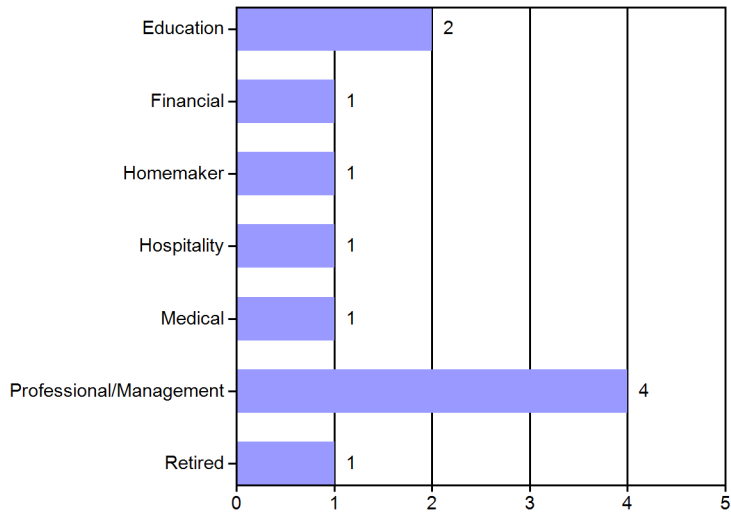
Occupation (Buyer 2)	Count	%
Education	2	18.2%
Financial	1	9.1%
Homemaker	1	9.1%
Hospitality	1	9.1%
Medical	1	9.1%
Professional/Management	4	36.4%
Retired	1	9.1%
Total Responses	11	100.0%

Coastal - Homebuyer Survey Profiles

Homebuyer Survey results for Gross Sales between 5/2/2020 and 5/2/2021.

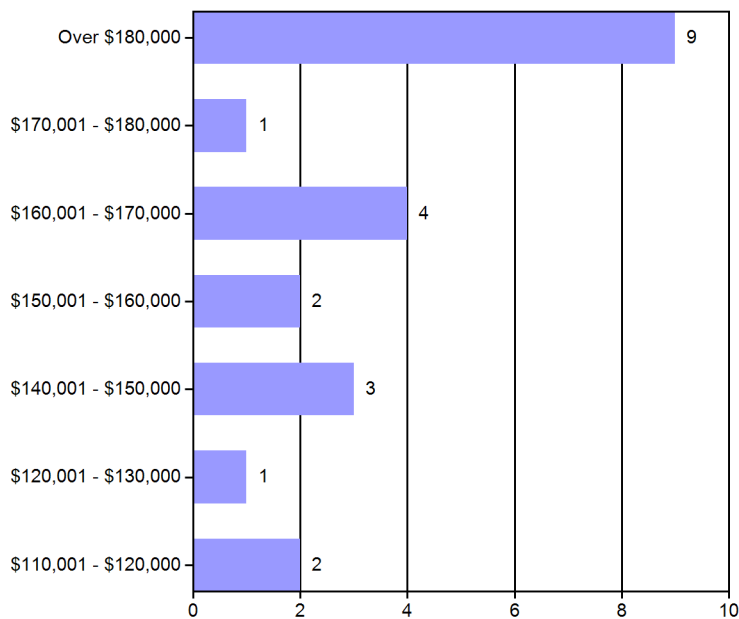


Occupation (Buyer 2)



What is your total combined annual household income?

Household Income



Household Income	Count	%
Over \$180,000	9	40.9%
\$170,001 - \$180,000	1	4.5%
\$160,001 - \$170,000	4	18.2%
\$150,001 - \$160,000	2	9.1%
\$140,001 - \$150,000	3	13.6%
\$120,001 - \$130,000	1	4.5%
\$110,001 - \$120,000	2	9.1%
Total Responses	22	100.0%

What is your education level? (Buyer 1)

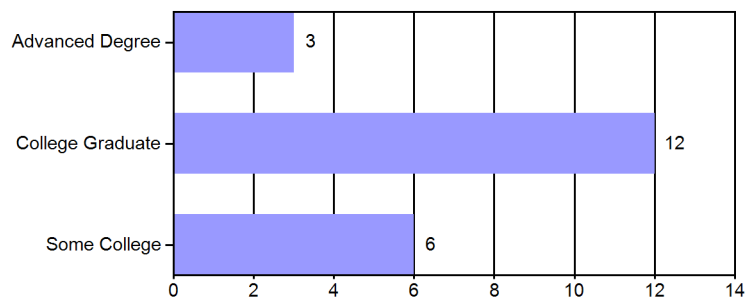
Education Level (Buyer 1)	Count	%
Advanced Degree	3	14.3%
College Graduate	12	57.1%
Some College	6	28.6%
Total Responses	21	100.0%

Coastal - Homebuyer Survey Profiles

Homebuyer Survey results for Gross Sales between 5/2/2020 and 5/2/2021.

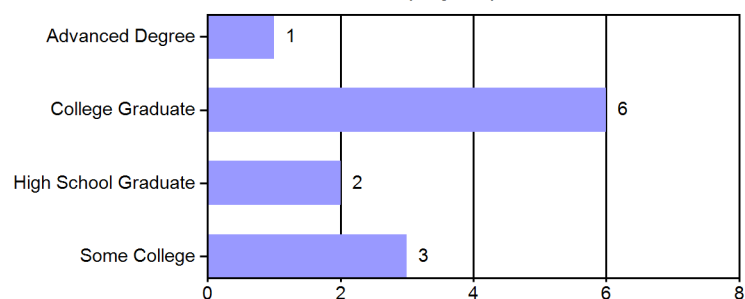


Education Level (Buyer 1)



What is your education level? (Buyer 2)

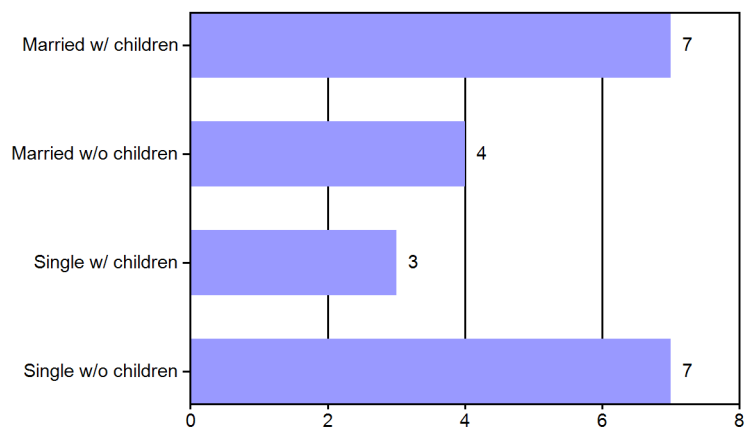
Education Level (Buyer 2)



Education Level (Buyer 2)	Count	%
Advanced Degree	1	8.3%
College Graduate	6	50.0%
High School Graduate	2	16.7%
Some College	3	25.0%
Total Responses	12	100.0%

What is your marital status?

Marital Status



Marital Status	Count	%
Married w/o children	4	19.0%
Married w/ children	7	33.3%
Single w/o children	7	33.3%
Single w/ children	3	14.3%
Total Responses	21	100.0%

What is your ethnicity? (Buyer 1)

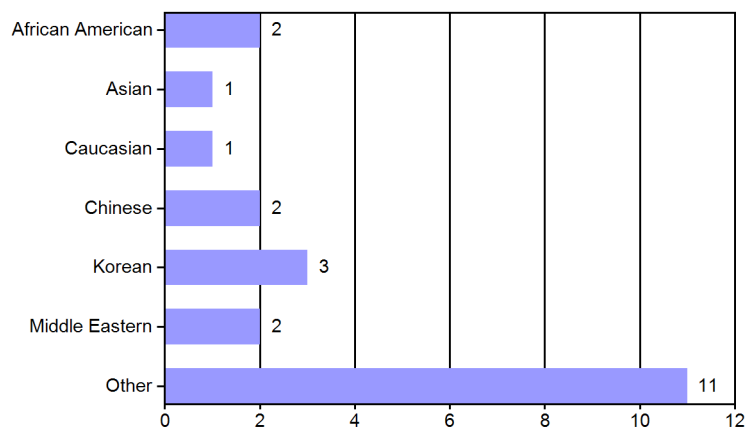
Ethnicity (Buyer 1)	Count	%
African American	2	9.1%
Asian	1	4.5%
Caucasian	1	4.5%
Chinese	2	9.1%
Korean	3	13.6%
Middle Eastern	2	9.1%
Other	11	50.0%
Total Responses	22	100.0%

Coastal - Homebuyer Survey Profiles

Homebuyer Survey results for Gross Sales between 5/2/2020 and 5/2/2021.

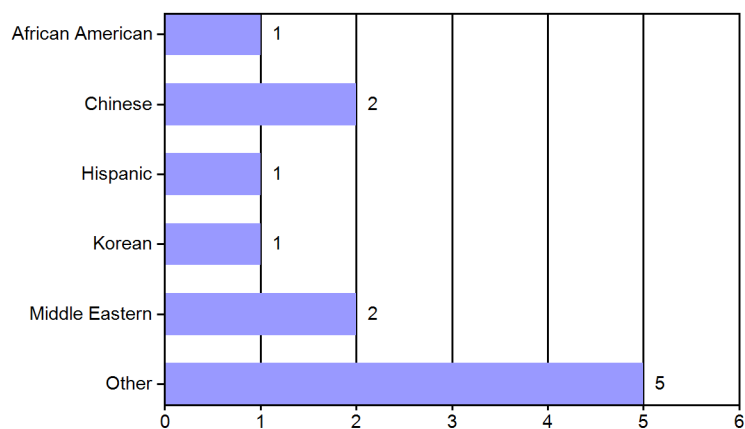


Ethnicity (Buyer 1)



What is your ethnicity? (Buyer 2)

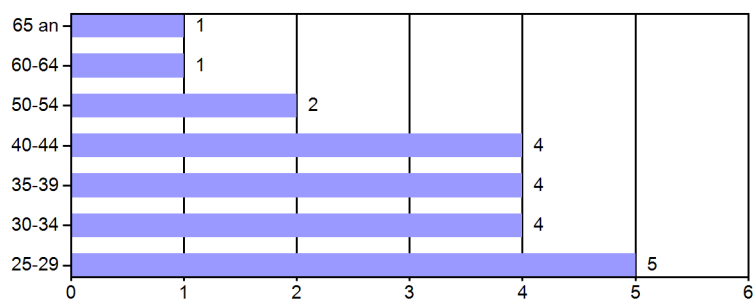
Ethnicity (Buyer 2)



Ethnicity (Buyer 2)	Count	%
African American	1	8.3%
Chinese	2	16.7%
Hispanic	1	8.3%
Korean	1	8.3%
Middle Eastern	2	16.7%
Other	5	41.7%
Total Responses	12	100.0%

What is your age group? (Buyer 1)

Age (Buyer 1)



Age (Buyer 1)	Count	%
65 and over	1	4.8%
60-64	1	4.8%
50-54	2	9.5%
40-44	4	19.0%
35-39	4	19.0%
30-34	4	19.0%
25-29	5	23.8%
Total Responses	21	100.0%

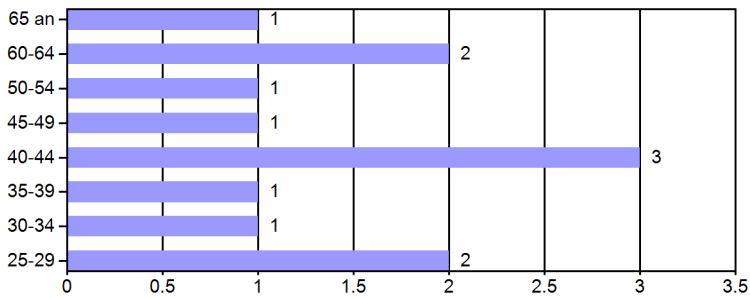
What is your age group? (Buyer 2)

Coastal - Homebuyer Survey Profiles

Homebuyer Survey results for Gross Sales between 5/2/2020 and 5/2/2021.



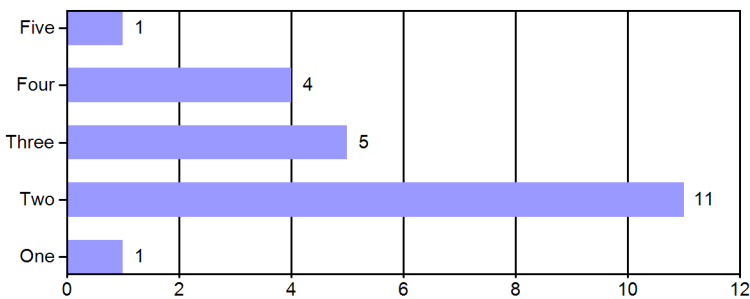
Age (Buyer 2)



Age (Buyer 2)	Count	%
65 and over	1	8.3%
60-64	2	16.7%
50-54	1	8.3%
45-49	1	8.3%
40-44	3	25.0%
35-39	1	8.3%
30-34	1	8.3%
25-29	2	16.7%
Total Responses	12	100.0%

How many people will be living in your new home?

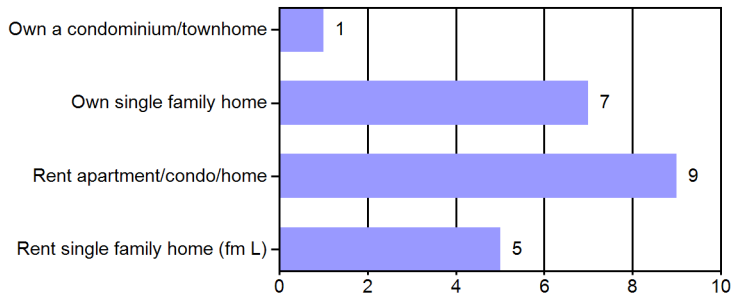
Family Size



Family Size	Count	%
Five	1	4.5%
Four	4	18.2%
Three	5	22.7%
Two	11	50.0%
One	1	4.5%
Total Responses	22	100.0%

Prior to purchasing your KB home did you?

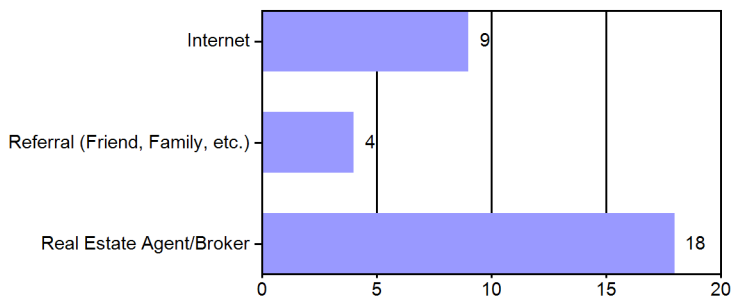
Current Occupancy



Occupancy	Count	%
Own a condominium/townhome	1	4.5%
Own single family home	7	31.8%
Rent apartment/condo/home	9	40.9%
Rent single family home (fm L)	5	22.7%
Total Responses	22	100.0%

Which of the following did you use in the search for your new KB Home? (please check all that apply)

Marketing Medium



Marketing Medium	Count	%
Internet	9	40.9%
Referral (Friend, Family, etc.)	4	18.2%
Real Estate Agent/Broker	18	81.8%
Total Responses	31	
Total Number of Respondents	22	
*Multi-Select: Respondents may choose more than one answer. Percentages are calculated based on respondents not responses.		

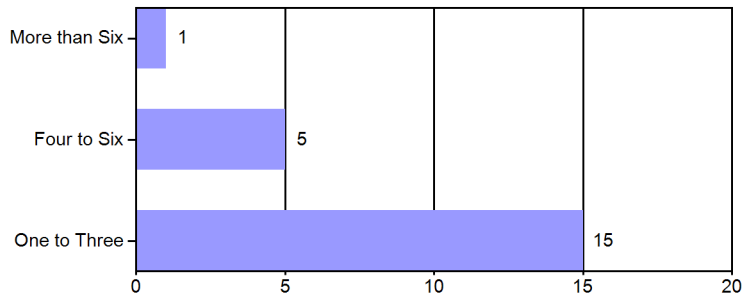
How many new homebuilders did you visit?

Coastal - Homebuyer Survey Profiles

Homebuyer Survey results for Gross Sales between 5/2/2020 and 5/2/2021.



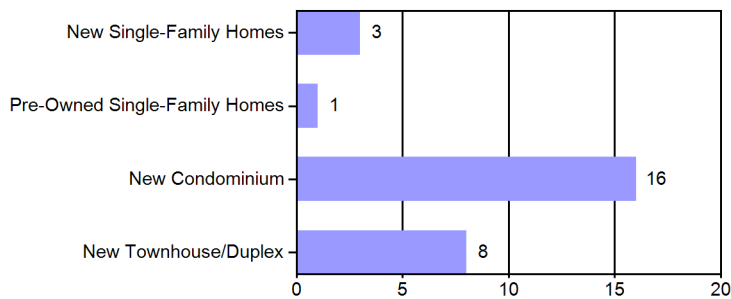
Homebuilder Visits



Homebuilder Visits	Count	%
More than Six	1	4.8%
Four to Six	5	23.8%
One to Three	15	71.4%
Total Responses	21	100.0%

Which of the following housing types did you look at? (please check all that apply)

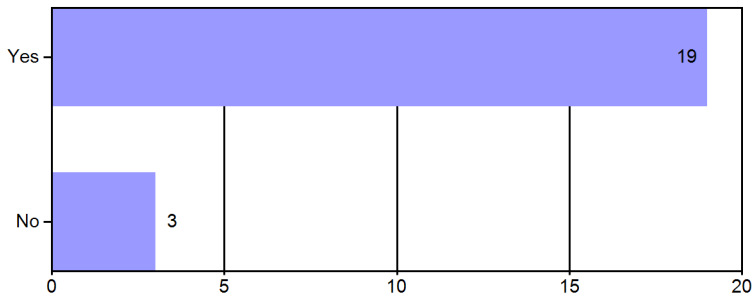
Home Types Shopped



Home Types Shopped	Count	%
New Single-Family Homes	3	15.0%
Pre-Owned Single-Family Homes	1	5.0%
New Condominium	16	80.0%
New Townhouse/Duplex	8	40.0%
Total Responses	28	
Total Number of Respondents	20	
*Multi-Select: Respondents may choose more than one answer. Percentages are calculated based on respondents not responses.		

Did you use a real estate agent/broker to find your KB home?

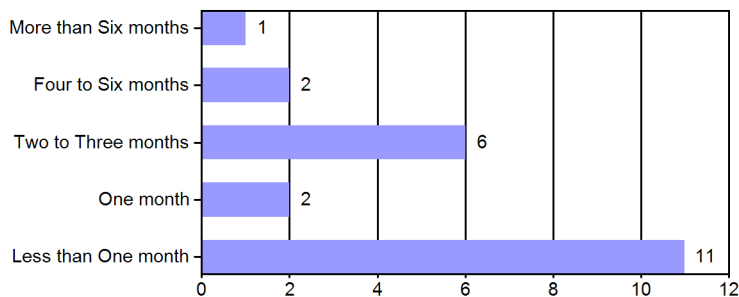
Real Estate Broker/Agent



Real Estate Broker/Agent	Count	%
Yes	19	86.4%
No	3	13.6%
Total Responses	22	100.0%

How long did you search for your new KB home?

Home Search



Home Search	Count	%
More than Six months	1	4.5%
Four to Six months	2	9.1%
Two to Three months	6	27.3%
One month	2	9.1%
Less than One month	11	50.0%
Total Responses	22	100.0%

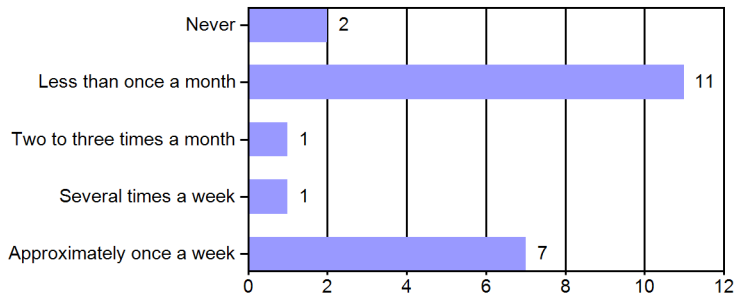
How often did you look at homebuilder advertisements in the "New Home" or "Real Estate" section of the newspaper?

Coastal - Homebuyer Survey Profiles

Homebuyer Survey results for Gross Sales between 5/2/2020 and 5/2/2021.



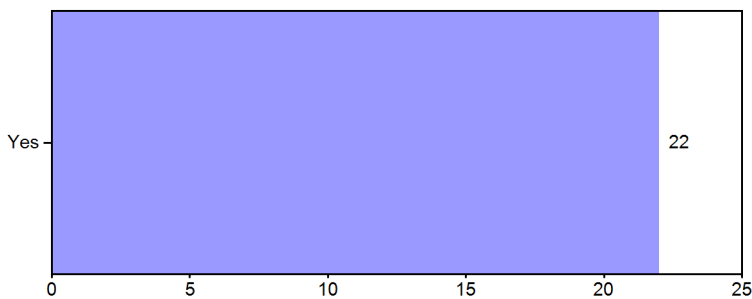
Homebuilder Advertisements



Print Advertisements	Count	%
Never	2	9.1%
Less than once a month	11	50.0%
Two to three times a month	1	4.5%
Several times a week	1	4.5%
Approximately once a week	7	31.8%
Total Responses	22	100.0%

While you were looking for a new home, did you ever use the internet to look for information on homes?

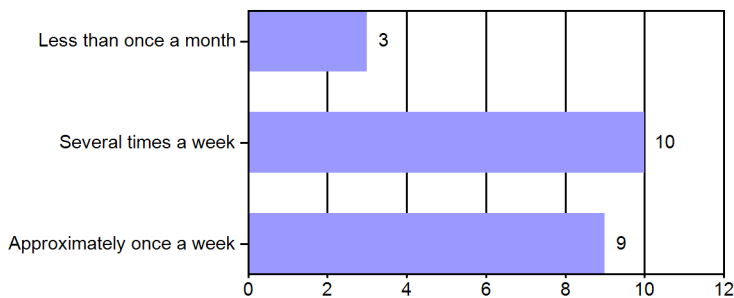
Internet Use



Internet Use	Count	%
Yes	22	100.0%
Total Responses	22	100.0%

While you were looking for a home, how often did you use the Internet to find information on homes?

Internet Frequency



Internet Frequency	Count	%
Less than once a month	3	13.6%
Several times a week	10	45.5%
Approximately once a week	9	40.9%
Total Responses	22	100.0%

For each of the following, indicate the ones you used once or a few times , and those you used most often :

Web sites of specific new home builders.	Count	%	Builder listing sites, such as www.publichomebuilders.com.	Count	%
Once / Few Times	7	63.6%	Once / Few Times	4	44.4%
Most Often	4	36.4%	Most Often	5	55.6%
Total Responses	11	100.0%	Total Responses	9	100.0%
Web sites of specific real estate agents/brokers.	Count	%	Real estate listing sites, such as www.realtor.com, newhomedirect.com, etc.	Count	%
Once / Few Times	6	31.6%	Once / Few Times	5	71.4%
Most Often	13	68.4%	Most Often	2	28.6%
Total Responses	19	100.0%	Total Responses	7	100.0%
Web sites of local newspapers.	Count	%	KBHome.com	Count	%
Once / Few Times	3	100.0%	Once / Few Times	2	50.0%
Total Responses	3	100.0%	Most Often	2	50.0%
*For each question in this category, respondents have a mutually exclusive choice of either "once / a few times" or "most often."			Total Responses	4	100.0%

Coastal - Homebuyer Survey Profiles

Homebuyer Survey results for Gross Sales between 5/2/2020 and 5/2/2021.



Majority Responses

Homebuyer Survey Question	Majority Answer	Count	%
What industry do you work in? (Buyer 1)	Professional/Management	6	27.3%
What industry do you work in? (Buyer 2)	Professional/Management	4	36.4%
What is your combined annual household income?	Over \$180,000	9	40.9%
What is your education level? (Buyer 1)	College Graduate	12	57.1%
What is your education level? (Buyer 2)	College Graduate	6	50.0%
What is your marital status?	Married w/ children	7	33.3%
What is your ethnicity? (Buyer 1)	Korean	3	13.6%
What is your ethnicity? (Buyer 2)	Chinese	2	16.7%
What is your age group? (Buyer 1)	25-29	5	23.8%
What is your age group? (Buyer 2)	40-44	3	25.0%
How many people will be living in your new home?	Two	11	50.0%
Prior to purchasing your new KB home, did you?	Rent apartment/condo/home	9	40.9%
How many new homebuilders did you visit?	One to Three	15	71.4%
Did you use a real estate agent/broker to find your KB home?	Yes	19	86.4%
How long did you search for your KB home?	Less than One month	11	50.0%
How often did you look at homebuilder advertisements in the "New Homes" or "Real Estate" section of the newspaper?	Less than once a month	11	50.0%
While you were looking for a home, did you ever use the Internet to look for information on homes?	Yes	22	100.0%
While you were looking for a home, how often did you use the Internet to find information on homes?	Several times a week	10	45.5%

Response Reliability*

Homebuyer Survey Question	Responses	% of Total Gross Sales
What industry do you work in? (Buyer 1)	22	100.0%
What industry do you work in? (Buyer 2)	11	50.0%
What is your combined annual household income?	22	100.0%
What is your education level? (Buyer 1)	21	95.5%
What is your education level? (Buyer 2)	12	54.5%
What is your marital status?	21	95.5%
What is your ethnicity? (Buyer 1)	11	50.0%
What is your ethnicity? (Buyer 2)	7	31.8%
What is your age group? (Buyer 1)	21	95.5%
What is your age group? (Buyer 2)	12	54.5%
How many people will be living in your new home?	22	100.0%
Prior to purchasing your new KB home, did you?	22	100.0%
How many new homebuilders did you visit?	21	95.5%
Did you use a real estate agent/broker to find your KB home?	22	100.0%
How long did you search for your KB home?	22	100.0%
How often did you look at homebuilder advertisements in the "New Homes" or "Real Estate" section of the newspaper?	22	100.0%
While you were looking for a home, did you ever use the Internet to look for information on homes?	22	100.0%
While you were looking for a home, how often did you use the Internet to find information on homes?	22	100.0%

*Response rate without Other, Others, No Answer, Unanswered, Invalid, or Blank values.

ATTACHMENT C

TABLE A

Table A: Parking Requirements by City

City	Land Use	Parking Requirement	Project							Parking Supply (including 23 tandem spaces)	Parking Surplus/ Deficit
			Size	Unit	Required Parking Spaces						
					Garage	Open	Guest	Total			
Stanton	Single-Family Dwellings - Cluster, Subdivision, and Condominiums (3 or 4 bedrooms)	4 spaces Guest Parking: 1 space for every 3 dwelling units	36	DU	144		12	156	118	(38)	
Cypress	Detached Condominiums (3 or more bedrooms)	2-car garage, plus 1/2 open spaces for each dwelling unit Guest Parking: 1/4 unassigned open spaces for each dwelling unit on site with 4 or more dwelling units	36	DU	72	18	9	99	118	19	
Fullerton	Multiple-Family Residential Zones	3 spaces, open or covered, per dwelling unit	36	DU	108		0	108	118	10	
Orange	Multifamily Residential (3 units or more) (3 Bedrooms)	Three Bedrooms: 2.6 spaces/unit Guest Parking: 0.2 space/unit	23	DU	60		7	106	118	12	
	Multifamily Residential (3 units or more) (4 Bedrooms)	Each additional bedroom above three: 0.4 spaces/bedroom/unit Guest Parking: 0.2 space/unit	13	DU	39						
Westminster	Multifamily Dwellings (two or more units) (3 or more bedrooms)	2 enclosed garage spaces per unit and 0.5 off-street, open parking spaces per unit	36	DU	72	18	0	90	118	28	

ATTACHMENT C

TRAFFIC ANALYSIS (LSA, JULY 2021)



July 15, 2021

Kurt Bausback, Director, Planning and Entitlements
KB Home Coastal
9915 Mira Mesa Boulevard, Suite 100
San Diego, CA 92131

Subject: Traffic Analysis for the Katella Assemblage Infill Residential Project in Stanton, California

Dear Mr. Bausback:

LSA is pleased to submit this traffic analysis for the proposed Katella Assemblage Infill Residential Project (project) at the northwest corner of the intersection of Western Avenue/Katella Avenue in Stanton, California. The proposed project would replace two existing single-family homes with 36 multifamily residential dwelling units and 118 parking spaces. Access to the project site would be provided via one right-in only driveway on Katella Avenue and one right-in/right-out driveway on Western Avenue. Vehicles leaving the project site would have to stop before turning onto Western Avenue.

The purpose of the traffic analysis is to identify the potential traffic and circulation effects, as well as the potential California Environmental Quality Act (CEQA) transportation impacts, associated with the proposed project. This traffic analysis identifies the trip generation of the proposed project, evaluates intersection and driveway levels of service (LOS) and queues, assesses the internal circulation of the project site, and determines the vehicle miles traveled (VMT) implications of the proposed project.

PROJECT DESCRIPTION

The approximately 2.6 gross acre¹ project site is bounded by multifamily residences to the north and west, Katella Avenue to the south, Western Avenue to the east, and commercial uses at the southeast corner. The existing project site includes two single-family residences (one vacant and one occupied). Figure 1 (all figures are provided in Attachment A) shows the project location and study area intersections.

The proposed project would construct 36 multifamily residential dwelling units on site. According to the most recent site plan on Figure 2, the proposed project would include 23 three-bedroom dwelling units and 13 four-bedroom dwelling units. The proposed project would provide a total parking supply of 118 spaces (95 garage spaces and 23 guest parking spaces [inclusive of one Americans with Disabilities Act (ADA) accessible parking space]).

¹ The gross site area includes public right-of-way easements; the net site area is 2.1 acres.

PROJECT TRIP GENERATION, DISTRIBUTION, AND ASSIGNMENT

Daily and peak-hour trips for the proposed project of 36 multifamily residential units and the existing single-family home to be removed were calculated using the Institute of Transportation Engineers' (ITE) *Trip Generation Manual*, 10th Edition.¹ Table A presents the trip generation summary for the project. As Table A indicates, the proposed project is anticipated to generate 196 average daily trips (ADT), including 13 trips in the a.m. peak hour (3 inbound and 10 outbound) and 16 trips in the p.m. peak hour (10 inbound and 6 outbound). The existing single-family home to be removed generates 9 ADT, including 1 outbound trip in the a.m. peak hour and 1 inbound trip in the p.m. peak hour. The net new trips of the proposed project are 187 ADT, including 12 trips in the a.m. peak hour (3 inbound and 9 outbound) and 15 trips in the p.m. peak hour (9 inbound and 6 outbound).

Table A: Project Trip Generation

Land Use	Size	Unit	ADT	AM Peak Hour			PM Peak Hour		
				In	Out	Total	In	Out	Total
Trip Rates ¹									
Multifamily Mid-Rise		DU	5.44	0.09	0.27	0.36	0.27	0.17	0.44
Single-Family Housing		DU	9.44	0.19	0.55	0.74	0.62	0.37	0.99
Project Trip Generation									
Multifamily Mid-Rise	36	DU	196	3	10	13	10	6	16
Existing Trip Generation									
Single-Family Housing	1	DU	9	0	1	1	1	0	1
Net Project Trips (Project - Existing)			187	3	9	12	9	6	15

¹ Trip rates from the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition (2017).

Land Use Code (221) - Multifamily Housing (Mid-Rise) - Between 3 and 10 Levels

Land Use Code (210) - Single-Family Detached Housing

ADT = average daily trips

DU = dwelling unit

The project peak-hour traffic volumes entering/exiting the project site were assigned to the proposed project driveways and the intersection of Western Avenue/Katella Avenue, based on the project site's proximity to regional arterials and freeways, and were added to the existing traffic volumes to determine the Existing Plus Project condition. Figure 3 illustrates the project trip distribution and assignment (as well as the Existing and Existing Plus Project peak-hour traffic volumes).

LEVEL OF SERVICE AND QUEUING ANALYSIS

Methodology

LSA conducted an operational analysis for the signalized intersection of Western Avenue/Katella Avenue and the proposed project driveway on Western Avenue. The intersection capacity utilization (ICU) methodology was used to calculate the LOS at Western Avenue/Katella Avenue. The *Highway*

¹ Institute of Transportation Engineers. 2017. *Trip Generation Manual*, 10th Edition.

Capacity Manual (HCM), 6th Edition¹ methodology was used to determine the LOS and queuing at Western Avenue/Katella Avenue and the proposed project driveway on Western Avenue.

The ICU methodology compares the volume-to-capacity (v/c) ratios of conflicting turn movements at an intersection, sums these critical conflicting v/c ratios for each intersection approach, and determines the overall ICU. The resulting ICU is expressed in terms of LOS, where LOS A represents free-flow activity and LOS F represents overcapacity operation. Parameters set by the City of Stanton (City) for ICU calculations, including lane capacity and clearance interval, are included in this analysis. The relationship of ICU to LOS is demonstrated in the following table:

Level of Service	ICU
A	0.00–0.60
B	0.61–0.70
C	0.71–0.80
D	0.81–0.90
E	0.91–1.00
F	>1.00

Source: 2019 Orange County Congestion Management Program.
ICU = intersection capacity utilization

The HCM methodology calculates the delay experienced by all movements through an intersection. The relationship between LOS and delay for signalized and unsignalized intersections is as follows:

Level of Service	Unsignalized Intersections Delay (sec)	Signalized Intersections Delay (sec)
A	≤10.0	≤10.0
B	>10.0 and ≤15.0	>10.0 and ≤20.0
C	>15.0 and ≤25.0	>20.0 and ≤35.0
D	>25.0 and ≤35.0	>35.0 and ≤55.0
E	>35.0 and ≤50.0	>55.0 and ≤80.0
F	>50.0	>80.0

Source: Transportation Research Board. 2017. *Highway Capacity Manual*.
sec = seconds

Level of Service Analysis

Existing Conditions

Existing traffic counts were collected in March 2020, prior to the COVID-19 pandemic, during the a.m. (7:00 a.m.–9:00 a.m.) and p.m. (4:00 p.m.–6:00 p.m.) peak hours. Traffic volumes were escalated by 1 percent to account for possible growth and represent a 2021 condition. Figure 3 presents the existing a.m. and p.m. peak-hour volumes at the study area locations. Attachment B provides the existing traffic counts.

¹ Transportation Research Board. 2017. *Highway Capacity Manual*, 6th Edition.

Table B summarizes the results of the existing a.m. and p.m. peak-hour LOS analysis. As Table A indicates, the intersection of Western Avenue/Katella Avenue is currently operating at satisfactory LOS during both peak hours. Attachment C provides the ICU and HCM worksheets.

Table B: Existing Intersection Level of Service Summary

Study Area No.	Intersection	Existing			
		AM Peak Hour		PM Peak Hour	
		Delay/ICU	LOS	Delay/ICU	LOS
1	Western Avenue/Katella Avenue	32.6	C	34.6	C
	ICU	0.733	C	0.759	C

Note: Delay is reported in seconds.
ICU = intersection capacity utilization
LOS = level of service

Existing Plus Project Conditions

Table C summarizes the results of the Existing Plus Project peak-hour LOS analysis at the intersection of Western Avenue/Katella Avenue and the proposed project driveway on Western Avenue. As shown in Table C, the intersection of Western Avenue/Katella Avenue and the proposed project driveway on Western Avenue are anticipated to operate at satisfactory LOS during both peak hours under the Existing Plus Project condition. Attachment C provides the ICU and HCM worksheets.

Table C: Existing Plus Project Intersection Level of Service Summary

Study Area No.	Intersection	Existing				Existing Plus Project				Peak-Hour Δ Delay/ICU		LOS Impact?
		AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour		AM	PM	
		Delay/ICU	LOS	Delay/ICU	LOS	Delay/ICU	LOS	Delay/ICU	LOS			
1	Western Avenue/ Katella Avenue	32.6	C	34.6	C	32.8	C	34.9	C	0.2	0.3	No
	ICU	0.733	C	0.759	C	0.736	C	0.761	C	0.003	0.002	No
2	Project Driveway/ Katella Avenue ¹	N/A										
3	Western Avenue/ Project Driveway	-	-	-	-	13.3	B	10.8	B	-	-	No

Note: Delay is reported in seconds.

¹ The project driveway on Katella Avenue is a right-in only driveway.

Δ = change

ICU = intersection capacity utilization

LOS = level of service

N/A = not applicable

Existing Plus Cumulative Plus Project Conditions

At the request of the City, a cumulative analysis was prepared due to the proximity of the Lighthouse Infill Residential project (10871 Western Avenue) north of the proposed project along Western Avenue. Traffic volumes for the Lighthouse Infill Residential project, obtained from the *Lighthouse Project Traffic Assessment* (Rick Engineering, November 2019), were added to the Existing Plus Project volumes to determine the Existing Plus Cumulative Plus Project condition.

Figure 4 illustrates the Existing Plus Cumulative Plus Project a.m. and p.m. peak-hour volumes. Table D summarizes the results of the Existing Plus Cumulative Plus Project peak-hour LOS analysis at the intersection of Western Avenue/Katella Avenue and the proposed project driveways. As shown in Table D, the intersection of Western Avenue/Katella Avenue and the proposed project driveway on Western Avenue are anticipated to operate at satisfactory LOS during both peak hours under the Existing Plus Cumulative Plus Project condition. Attachment C provides the ICU and HCM worksheets.

Table D: Existing Plus Project Plus Cumulative Intersection Level of Service Summary

Study Area No.	Intersection	Existing				Existing Plus Cumulative Plus Project				Peak-Hour Δ Delay/ICU		LOS Impact?
		AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour		AM	PM	
		Delay/ICU	LOS	Delay/ICU	LOS	Delay/ICU	LOS	Delay/ICU	LOS			
1	Western Avenue/ Katella Avenue	32.6	C	34.6	C	33.1	C	35.1	D	0.5	0.5	No
	ICU	0.733	C	0.759	C	0.738	C	0.762	C	0.005	0.003	No
2	Project Driveway/ Katella Avenue ¹	N/A										
3	Western Avenue/ Project Driveway	-	-	-	-	13.3	B	10.8	B	-	-	No

Note: Delay is reported in seconds.

¹ The project driveway on Katella Avenue is a right-in only driveway.

Δ = change

ICU = intersection capacity utilization

LOS = level of service

N/A = not applicable

Queuing Analysis

A queuing analysis was conducted at the intersection of Western Avenue/Katella Avenue and the proposed project driveway on Western Avenue using the HCM, 6th Edition. The purpose of the queuing analysis is to determine the adequacy of the existing turn storage capacity and identify the potential for vehicles to spill back into the through lanes. Table E presents the queuing analysis summary at the study intersections. As shown on Table E, the vehicle queues currently exceed the storage lengths at the intersection of Western Avenue/Katella Avenue (northbound left-turn and southbound left-turn lanes) during both peak hours. However, the project would contribute less than one vehicle length (25 feet [ft]) to each of these queues. Therefore, the project would not contribute significant queues to any of the study area intersections or turn movements under Existing Plus Project conditions. Furthermore, the cumulative traffic volumes would not contribute significant queues (less than one vehicle length) to any of the study area intersections or turn movements under Existing Plus Cumulative Plus Project conditions.

It should be noted that the applicant will lengthen the existing southbound left-turn lane at the intersection of Western Avenue/Katella Avenue from 100 ft to 175 ft. As requested by the City, the applicant will construct a raised median along Western Avenue at the location of the proposed project driveway to enforce no left turns from the project site into Western Avenue.

Table E: Project Queuing and Storage Lengths

Intersection	Turn Lane	Storage Length (ft)	Existing				Existing Plus Project				Existing Plus Cumulative Plus Project			
			AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour		AM Peak Hour		PM Peak Hour	
			Vol	Queue ¹	Vol	Queue ¹	Vol	Queue ¹	Vol	Queue ¹	Vol	Queue ¹	Vol	Queue ¹
1 Western Avenue/ Katella Avenue	NBL	100	112	154	169	169	112	154	170	170	112	154	170	170
	SBL	100	112	108	119	152	116	111	121	157	121	116	124	160
	EBL	200	73	93	135	166	74	95	138	170	75	98	140	173
2 Project Driveway/ Katella Avenue ²	N/A													
3 Western Avenue/ Project Driveway	EBR	30	-	-	-	-	10	3	6	-	10	3	6	-

¹ Queue is reported in feet. One vehicle is approximately 25 ft.

² The project driveway on Katella Avenue is a right-in only driveway.

■ = queue exceeds storage length

EBL = eastbound left

EBR = eastbound right

ft = foot/feet

N/A = not applicable

NBL = northbound left

SBL = southbound left

SBR = southbound right

WBR = westbound right

Vol = volume

In addition, the applicant will install a No Left Turn (R3-2) sign at the proposed project driveway on Western Avenue to prohibit northbound left turns into the project site. As no queuing impacts have been identified, project mitigation is not required. However, the applicant will implement these measures to address City comments.

The proposed project driveway on Katella Avenue would be right-in only. As shown in Table E, there would be a minimal (less than one vehicle length) outbound (eastbound right-turn) queue at the proposed project driveway along Western Avenue. Therefore, the proposed project would not result in any significant queuing along Katella Avenue or Western Avenue.

INTERNAL CIRCULATION ASSESSMENT

The internal vehicular and pedestrian circulation of the proposed project site was reviewed to ensure there would be no conflicts between vehicles and pedestrians. As shown on the site plan (Figure 2), the potential conflict between vehicles and pedestrians could occur at the proposed project driveways along Katella Avenue and Western Avenue. It is recommended that the proposed project driveway on Western Avenue be clear of obstructions so that pedestrians would be visible to the vehicles exiting the project site.

The Parking Design and Development Standards of the City's Municipal Code (Chapter 20.320, Section 070) require multifamily residential driveways serving 11 or more dwelling units to provide a minimum of 12.5 ft in width for one-way traffic and a minimum of 25 ft for two-way traffic. As shown on the site plan, the proposed project driveways and the drive aisles that provide garage access to each dwelling unit have a proposed width of 25 ft. As such, the proposed project driveways and drive aisles meet the City's driveway width standards.

Furthermore, the City requires that parking spaces on site be located so that vehicle maneuvers are at least 20 ft away from a vehicular entrance, as measured from the face of the curb. As shown on the site plan, all of the guest parking spaces are located at least 20 ft from the proposed project driveways. As such, the proposed project complies with the City's standards with respect to parking maneuvering area.

VEHICLE MILES TRAVELED ANALYSIS

Background and Methodology

As a result of Senate Bill (SB) 743, the California Office of Administrative Law cleared the revised CEQA guidelines for use on December 28, 2018. Among the changes to the guidelines was removal of vehicle delay and LOS from consideration under CEQA. The intent of SB 743 and the revised CEQA guidelines is to promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses. With the adopted guidelines, transportation impacts are to be evaluated based on a project's effect on VMT. The new guidelines must be used starting July 1, 2020.

The City has not yet adopted or established VMT analysis guidelines or thresholds. However, the *Guidelines for Evaluating Vehicle Miles Traveled for the County of Orange* (County VMT Guidelines), dated September 17, 2020, provide recommendations for the VMT analysis of a project.

The County recommends VMT screening criteria for small projects. Per the County VMT Guidelines, small projects generating 500 or fewer daily trips are presumed to have a less-than-significant transportation impact.

Analysis

As described earlier, the proposed project would generate 187 net new ADT. Because the ADT generation of the proposed project is less than the 500 ADT screening threshold of the County VMT Guidelines, the project is presumed to have less-than-significant project and cumulative impacts.

CONCLUSIONS

Based on the results of this traffic analysis, the intersection of Western Avenue/Katella Avenue currently operates at satisfactory LOS during both peak hours. Western Avenue/Katella Avenue and the proposed project driveway would operate at satisfactory LOS during both peak hours of Existing Plus Project and Existing Plus Cumulative Plus Project conditions.

The vehicle queues currently exceed the available turn lane storage lengths at the northbound left-turn and southbound left-turn lanes at Western Avenue/Katella Avenue. The proposed project would contribute less than one vehicle length (25 ft) to each of these queues, as well as less than one vehicle length to the outbound movement at the project driveway on Western Avenue. In addition, the cumulative traffic volumes would contribute less than one vehicle length to the left-turn queues at Western Avenue/Katella Avenue. As such, the project would not contribute significant queues to any of the study area intersection or driveway turn movements for Existing Plus Project or Existing Plus Cumulative Plus Project conditions.

The proposed project is expected to have minimal conflict with the vehicular and pedestrian internal circulation on site. The proposed project is in compliance with the City's parking requirements with respect to the driveway width and parking maneuvering area on site.

Lastly, the proposed project is screened out from a VMT analysis because it would not exceed 500 ADT. Therefore, the proposed project is anticipated to have a less-than-significant transportation impact.

If you have any questions, please do not hesitate to contact me at (949) 553-0666 or shiva.delparastaran@lsa.net.

Sincerely,

Shiva Delparastaran

Shiva Delparastaran, PE
Transportation Engineer

Attachments: A: Figures 1–4
B: Existing Traffic Counts
C: ICU and HCM Worksheets



ATTACHMENT A

FIGURES 1–4

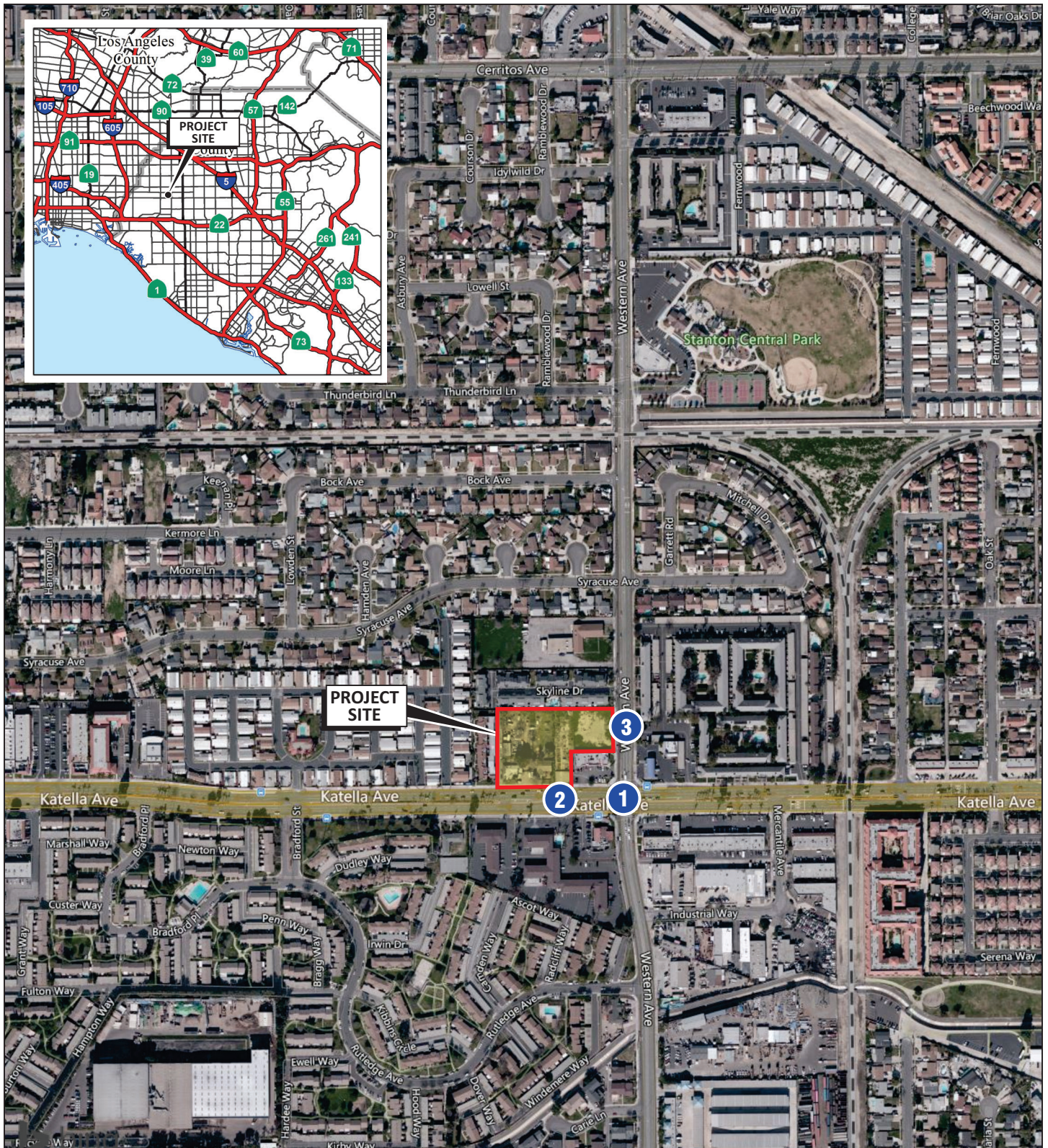


FIGURE 1

LSA



0 250 500
FEET

SOURCE: Bing Maps

LEGEND

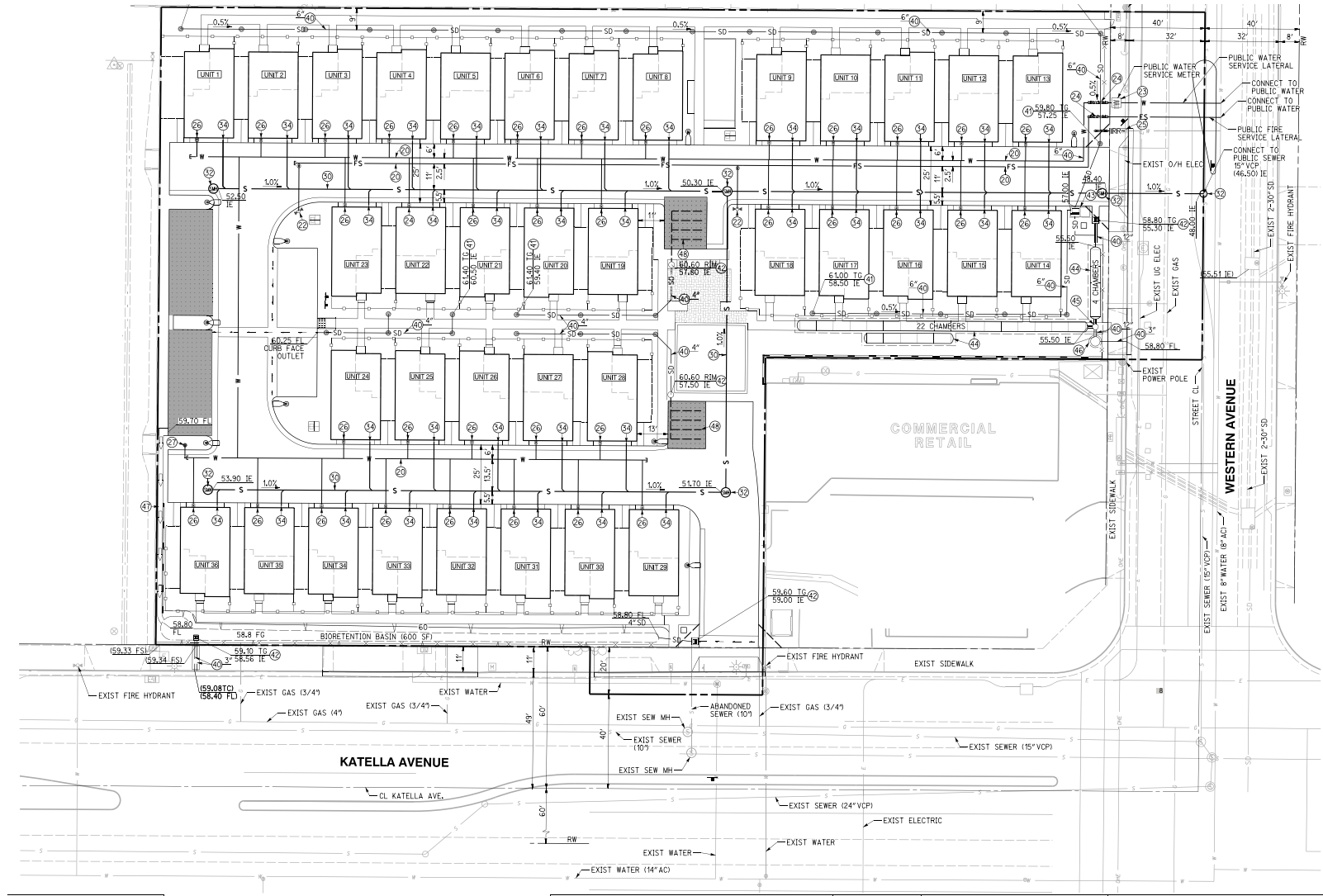


- Project Site



- Study Area Intersection

*Katella Assemblage Infill Residential Project
Project Location*



LSA



0 35 70
FEET

SOURCE: Rick Engineering Company

I:\KBH2001\G\Site Plan.ai (7/14/2021)

FIGURE 2

Katella Assemblage Infill Residential Project
Site Plan

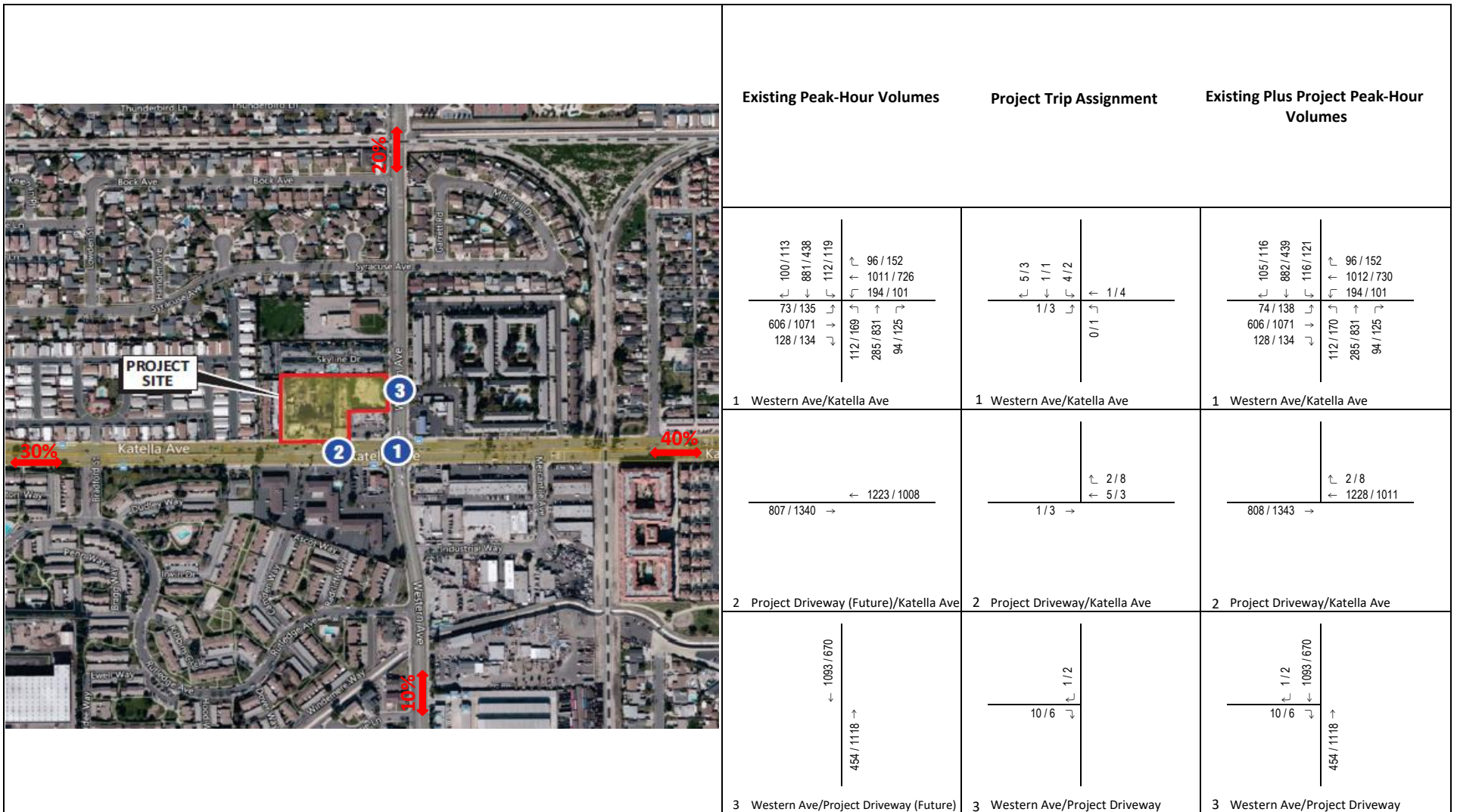
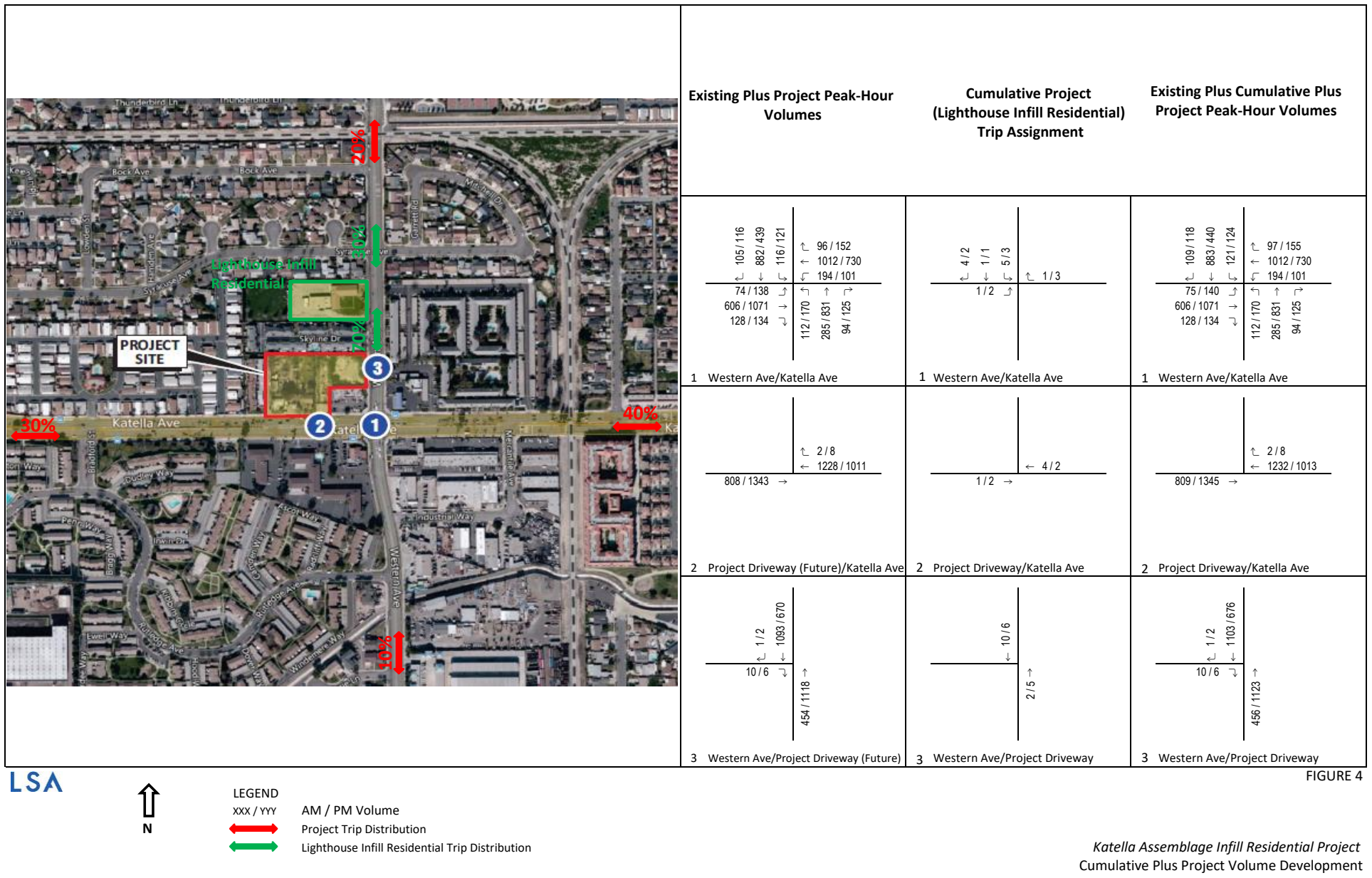


FIGURE 3

Katella Assemblage Infill Residential Project
Existing Plus Project Volume Development



ATTACHMENT B

EXISTING TRAFFIC COUNTS

City of Cypress
N/S: Western Avenue
E/W: Katella Avenue
Weather: Clear

File Name : 11_CYP_West_Kat AM
Site Code : 05120183
Start Date : 3/12/2020
Page No : 1

Groups Printed- Passenger Vehicles - Large 2 Axle Vehicles - 3 Axle Vehicles - 4+ Axle Trucks

	Western Avenue Southbound					Katella Avenue Westbound					Western Avenue Northbound					Katella Avenue Eastbound					Exclu. Total	Inclu. Total	Int. Total
Start Time	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total			
07:00 AM	14	186	15	0	215	24	165	21	3	210	14	63	10	2	87	12	155	28	10	195	15	707	722
07:15 AM	24	241	19	1	284	36	244	14	2	294	37	62	18	4	117	10	144	26	14	180	21	875	896
07:30 AM	27	212	27	3	266	50	265	28	2	343	24	70	21	6	115	26	148	29	13	203	24	927	951
07:45 AM	41	247	26	1	314	52	249	24	1	325	28	76	31	5	135	17	171	35	13	223	20	997	1017
Total	106	886	87	5	1079	162	923	87	8	1172	103	271	80	17	454	65	618	118	50	801	80	3506	3586
08:00 AM	19	172	27	4	218	54	243	29	3	326	22	74	23	4	119	19	137	37	17	193	28	856	884
08:15 AM	25	162	26	4	213	43	204	18	1	265	25	74	24	4	123	11	137	39	15	187	24	788	812
08:30 AM	16	154	29	2	199	39	179	14	1	232	17	75	20	2	112	16	95	40	15	151	20	694	714
08:45 AM	31	155	21	3	207	30	164	15	0	209	23	60	19	3	102	17	128	25	7	170	13	688	701
Total	91	643	103	13	837	166	790	76	5	1032	87	283	86	13	456	63	497	141	54	701	85	3026	3111
Grand Total	197	1529	190	18	1916	328	1713	163	13	2204	190	554	166	30	910	128	1115	259	104	1502	165	6532	6697
Apprch %	10.3	79.8	9.9			14.9	77.7	7.4			20.9	60.9	18.2			8.5	74.2	17.2					
Total %	3	23.4	2.9		29.3	5	26.2	2.5		33.7	2.9	8.5	2.5		13.9	2	17.1	4		23	2.5	97.5	
Passenger Vehicles	195	1512	188		1913	311	1675	158		2157	175	539	150		894	126	1066	248		1540	0	0	6504
% Passenger Vehicles	99	98.9	98.9	100	98.9	94.8	97.8	96.9	100	97.3	92.1	97.3	90.4	100	95.1	98.4	95.6	95.8	96.2	95.9	0	0	97.1
Large 2 Axle Vehicles	2	14	2		18	10	20	5		35	6	10	10		26	2	33	8		46	0	0	125
% Large 2 Axle Vehicles	1	0.9	1.1	0	0.9	3	1.2	3.1	0	1.6	3.2	1.8	6	0	2.8	1.6	3	3.1	2.9	2.9	0	0	1.9
3 Axle Vehicles	0	0	0		0	0	13	0		13	2	3	2		7	0	9	3		13	0	0	33
% 3 Axle Vehicles	0	0	0	0	0	0	0.8	0	0	0.6	1.1	0.5	1.2	0	0.7	0	0.8	1.2	1	0.8	0	0	0.5
4+ Axle Trucks	0	3	0		3	7	5	0		12	7	2	4		13	0	7	0		7	0	0	35
% 4+ Axle Trucks	0	0.2	0	0	0.2	2.1	0.3	0	0	0.5	3.7	0.4	2.4	0	1.4	0	0.6	0	0	0.4	0	0	0.5

	Western Avenue Southbound				Katella Avenue Westbound				Western Avenue Northbound				Katella Avenue Eastbound				
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Int. Total
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:15 AM																	
07:15 AM	24	241	19	284	36	244	14	294	37	62	18	117	10	144	26	180	875
07:30 AM	27	212	27	266	50	265	28	343	24	70	21	115	26	148	29	203	927
07:45 AM	41	247	26	314	52	249	24	325	28	76	31	135	17	171	35	223	997
08:00 AM	19	172	27	218	54	243	29	326	22	74	23	119	19	137	37	193	856
Total Volume	111	872	99	1082	192	1001	95	1288	111	282	93	486	72	600	127	799	3655
% App. Total	10.3	80.6	9.1		14.9	77.7	7.4		22.8	58	19.1		9	75.1	15.9		
PHF	.677	.883	.917	.861	.889	.944	.819	.939	.750	.928	.750	.900	.692	.877	.858	.896	.916

City of Cypress
N/S: Western Avenue
E/W: Katella Avenue
Weather: Clear

File Name : 11_CYP_West_Kat PM
Site Code : 05120183
Start Date : 3/12/2020
Page No : 1

Groups Printed- Passenger Vehicles - Large 2 Axle Vehicles - 3 Axle Vehicles - 4+ Axle Trucks

	Western Avenue Southbound					Katella Avenue Westbound					Western Avenue Northbound					Katella Avenue Eastbound					Exclu. Total	Inclu. Total	Int. Total
Start Time	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total	Left	Thru	Right	RTOR	App. Total			
04:00 PM	22	116	24	5	162	19	161	15	1	195	28	223	32	2	283	29	184	34	6	247	14	887	901
04:15 PM	18	76	15	2	109	27	203	33	2	263	23	149	25	1	197	36	241	32	5	309	10	878	888
04:30 PM	30	112	21	3	163	26	166	35	5	227	40	219	34	4	293	35	213	29	8	277	20	960	980
04:45 PM	25	103	20	5	148	26	183	34	3	243	36	166	29	2	231	39	293	36	9	368	19	990	1009
Total	95	407	80	15	582	98	713	117	11	928	127	757	120	9	1004	139	931	131	28	1201	63	3715	3778
05:00 PM	27	94	34	5	155	19	148	30	5	197	46	237	30	3	313	28	246	35	10	309	23	974	997
05:15 PM	33	121	30	3	184	27	201	35	2	263	34	194	30	6	258	39	302	29	6	370	17	1075	1092
05:30 PM	22	111	16	6	149	26	170	37	3	233	40	213	40	3	293	33	274	35	15	342	27	1017	1044
05:45 PM	36	108	32	4	176	28	200	48	2	276	47	179	24	2	250	34	238	34	6	306	14	1008	1022
Total	118	434	112	18	664	100	719	150	12	969	167	823	124	14	1114	134	1060	133	37	1327	81	4074	4155
Grand Total	213	841	192	33	1246	198	1432	267	23	1897	294	1580	244	23	2118	273	1991	264	65	2528	144	7789	7933
Apprch %	17.1	67.5	15.4			10.4	75.5	14.1			13.9	74.6	11.5			10.8	78.8	10.4					
Total %	2.7	10.8	2.5		16	2.5	18.4	3.4		24.4	3.8	20.3	3.1		27.2	3.5	25.6	3.4		32.5	1.8	98.2	
Passenger Vehicles	213	816	192		1254	188	1414	267		1892	290	1571	229		2113	273	1943	233		2505	0	0	7764
% Passenger Vehicles	100	97	100	100	98	94.9	98.7	100	100	98.5	98.6	99.4	93.9	100	98.7	100	97.6	88.3	86.2	96.6	0	0	97.9
Large 2 Axle Vehicles	0	19	0		19	5	9	0		14	0	8	5		13	0	20	6		27	0	0	73
% Large 2 Axle Vehicles	0	2.3	0	0	1.5	2.5	0.6	0	0	0.7	0	0.5	2	0	0.6	0	1	2.3	1.5	1	0	0	0.9
3 Axle Vehicles	0	1	0		1	2	6	0		8	2	0	2		4	0	9	5		16	0	0	29
% 3 Axle Vehicles	0	0.1	0	0	0.1	1	0.4	0	0	0.4	0.7	0	0.8	0	0.2	0	0.5	1.9	3.1	0.6	0	0	0.4
4+ Axle Trucks	0	5	0		5	3	3	0		6	2	1	8		11	0	19	20		45	0	0	67
% 4+ Axle Trucks	0	0.6	0	0	0.4	1.5	0.2	0	0	0.3	0.7	0.1	3.3	0	0.5	0	1	7.6	9.2	1.7	0	0	0.8

	Western Avenue Southbound				Katella Avenue Westbound				Western Avenue Northbound				Katella Avenue Eastbound				Int. Total
Start Time	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 05:00 PM																	
05:00 PM	27	94	34	155	19	148	30	197	46	237	30	313	28	246	35	309	974
05:15 PM	33	121	30	184	27	201	35	263	34	194	30	258	39	302	29	370	1075
05:30 PM	22	111	16	149	26	170	37	233	40	213	40	293	33	274	35	342	1017
05:45 PM	36	108	32	176	28	200	48	276	47	179	24	250	34	238	34	306	1008
Total Volume	118	434	112	664	100	719	150	969	167	823	124	1114	134	1060	133	1327	4074
% App. Total	17.8	65.4	16.9		10.3	74.2	15.5		15	73.9	11.1		10.1	79.9	10		
PHF	.819	.897	.824	.902	.893	.894	.781	.878	.888	.868	.775	.890	.859	.877	.950	.897	.947

ATTACHMENT C

ICU AND HCM WORKSHEETS

Level Of Service Computation Report

ICU 1(Loss as Cycle Length %) Method (Base Volume Alternative)

Intersection #1 Western Avenue/Katella Avenue

Cycle (sec): 100 Critical Vol./Cap.(X): 0.733

Loss Time (sec): 10 Average Delay (sec/veh): xxxxxx

Optimal Cycle: 54 Level Of Service: C

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Protected			Protected			Protected			Protected		
Rights:	Include			Include			Ovl			Ovl		
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lanes:	1	0	1	1	0	1	1	0	3	0	1	1

Volume Module:

Base Vol:	112	285	94	112	881	100	73	606	128	194	1011	96
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	112	285	94	112	881	100	73	606	128	194	1011	96
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	112	285	94	112	881	100	73	606	128	194	1011	96
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	112	285	94	112	881	100	73	606	128	194	1011	96
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	112	285	94	112	881	100	73	606	128	194	1011	96
OvlAdjVol:									16			0

Saturation Flow Module:

Sat/Lane:	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600
Adjustment:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lanes:	1.00	1.50	0.50	1.00	1.80	0.20	1.00	3.00	1.00	1.00	3.00	1.00
Final Sat.:	1600	2406	794	1600	2874	326	1600	4800	1600	1600	4800	1600

Capacity Analysis Module:

Vol/Sat:	0.07	0.12	0.12	0.07	0.31	0.31	0.05	0.13	0.08	0.12	0.21	0.06
OvlAdjV/S:									0.01			0.00
Crit Moves:	****			****			****			****		

Level Of Service Computation Report

ICU 1(Loss as Cycle Length %) Method (Base Volume Alternative)

Intersection #1 Western Avenue/Katella Avenue

Cycle (sec): 100 Critical Vol./Cap.(X): 0.759

Loss Time (sec): 10 Average Delay (sec/veh): xxxxxx

Optimal Cycle: 59 Level Of Service: C

Approach:	North Bound					South Bound					East Bound					West Bound				
Movement:	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R	L	-	T	-	R
Control:	Protected					Protected					Protected					Protected				
Rights:	Include					Include					Ovl					Ovl				
Min. Green:	0		0		0	0		0		0	0		0		0	0		0		0
Y+R:	4.0		4.0		4.0	4.0		4.0		4.0	4.0		4.0		4.0	4.0		4.0		4.0
Lanes:	1	0	1	1	0	1	0	1	1	0	1	0	3	0	1	1	0	3	0	1

Volume Module:

Base Vol:	169	831	125	119	438	113	135	1071	134	101	726	152
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	169	831	125	119	438	113	135	1071	134	101	726	152
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	169	831	125	119	438	113	135	1071	134	101	726	152
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	169	831	125	119	438	113	135	1071	134	101	726	152
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	169	831	125	119	438	113	135	1071	134	101	726	152
OvlAdjVol:									0			33

Saturation Flow Module:

Sat/Lane:	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600
Adjustment:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lanes:	1.00	1.74	0.26	1.00	1.59	0.41	1.00	3.00	1.00	1.00	3.00	1.00
Final Sat.:	1600	2782	418	1600	2544	656	1600	4800	1600	1600	4800	1600

Capacity Analysis Module:

Vol/Sat:	0.11	0.30	0.30	0.07	0.17	0.17	0.08	0.22	0.08	0.06	0.15	0.10
OvlAdjV/S:									0.00			0.02
Crit Moves:	****			****			****			****		

Level Of Service Computation Report

ICU 1(Loss as Cycle Length %) Method (Base Volume Alternative)

Intersection #1 Western Avenue/Katella Avenue

Cycle (sec): 100 Critical Vol./Cap.(X): 0.736

Loss Time (sec): 10 Average Delay (sec/veh): xxxxxx

Optimal Cycle: 55 Level Of Service: C

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Protected			Protected			Protected			Protected		
Rights:	Include			Include			Ovl			Ovl		
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lanes:	1	0	1	1	0	1	1	0	3	0	1	1

Volume Module:

Base Vol:	112	285	94	116	882	105	74	606	128	194	1012	96
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	112	285	94	116	882	105	74	606	128	194	1012	96
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	112	285	94	116	882	105	74	606	128	194	1012	96
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	112	285	94	116	882	105	74	606	128	194	1012	96
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	112	285	94	116	882	105	74	606	128	194	1012	96
OvlAdjVol:									16			0

Saturation Flow Module:

Sat/Lane:	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600
Adjustment:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lanes:	1.00	1.50	0.50	1.00	1.79	0.21	1.00	3.00	1.00	1.00	3.00	1.00
Final Sat.:	1600	2406	794	1600	2860	340	1600	4800	1600	1600	4800	1600

Capacity Analysis Module:

Vol/Sat:	0.07	0.12	0.12	0.07	0.31	0.31	0.05	0.13	0.08	0.12	0.21	0.06
OvlAdjV/S:									0.01			0.00
Crit Moves:	****			****			****			****		

Level Of Service Computation Report

ICU 1(Loss as Cycle Length %) Method (Base Volume Alternative)

Intersection #1 Western Avenue/Katella Avenue

Cycle (sec): 100 Critical Vol./Cap.(X): 0.761

Loss Time (sec): 10 Average Delay (sec/veh): xxxxxx

Optimal Cycle: 59 Level Of Service: C

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Protected			Protected			Protected			Protected		
Rights:	Include			Include			Ovl			Ovl		
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lanes:	1	0	1	1	0	1	1	0	3	0	1	1

Volume Module:

Base Vol:	170	831	125	121	439	116	138	1071	134	101	730	152
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	170	831	125	121	439	116	138	1071	134	101	730	152
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	170	831	125	121	439	116	138	1071	134	101	730	152
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	170	831	125	121	439	116	138	1071	134	101	730	152
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	170	831	125	121	439	116	138	1071	134	101	730	152
OvlAdjVol:									0			31

Saturation Flow Module:

Sat/Lane:	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600
Adjustment:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lanes:	1.00	1.74	0.26	1.00	1.58	0.42	1.00	3.00	1.00	1.00	3.00	1.00
Final Sat.:	1600	2782	418	1600	2531	669	1600	4800	1600	1600	4800	1600

Capacity Analysis Module:

Vol/Sat:	0.11	0.30	0.30	0.08	0.17	0.17	0.09	0.22	0.08	0.06	0.15	0.10
OvlAdjV/S:									0.00			0.02
Crit Moves:	****			****			****			****		

Level Of Service Computation Report

ICU 1(Loss as Cycle Length %) Method (Base Volume Alternative)

Intersection #1 Western Avenue/Katella Avenue

Cycle (sec): 100 Critical Vol./Cap.(X): 0.738

Loss Time (sec): 10 Average Delay (sec/veh): xxxxxx

Optimal Cycle: 55 Level Of Service: C

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Protected			Protected			Protected			Protected		
Rights:	Include			Include			Ovl			Ovl		
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lanes:	1	0	1	1	0	1	1	0	3	0	1	1

Volume Module:

Base Vol:	112	285	94	121	883	109	75	606	128	194	1012	97
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	112	285	94	121	883	109	75	606	128	194	1012	97
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	112	285	94	121	883	109	75	606	128	194	1012	97
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	112	285	94	121	883	109	75	606	128	194	1012	97
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	112	285	94	121	883	109	75	606	128	194	1012	97
OvlAdjVol:									16			0

Saturation Flow Module:

Sat/Lane:	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600
Adjustment:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lanes:	1.00	1.50	0.50	1.00	1.78	0.22	1.00	3.00	1.00	1.00	3.00	1.00
Final Sat.:	1600	2406	794	1600	2848	352	1600	4800	1600	1600	4800	1600

Capacity Analysis Module:

Vol/Sat:	0.07	0.12	0.12	0.08	0.31	0.31	0.05	0.13	0.08	0.12	0.21	0.06
OvlAdjV/S:									0.01			0.00
Crit Moves:	****			****			****			****		

Level Of Service Computation Report

ICU 1(Loss as Cycle Length %) Method (Base Volume Alternative)

Intersection #1 Western Avenue/Katella Avenue

Cycle (sec): 100 Critical Vol./Cap.(X): 0.762

Loss Time (sec): 10 Average Delay (sec/veh): xxxxxx

Optimal Cycle: 59 Level Of Service: C

Approach:	North Bound			South Bound			East Bound			West Bound		
Movement:	L	T	R	L	T	R	L	T	R	L	T	R
Control:	Protected			Protected			Protected			Protected		
Rights:	Include			Include			Ovl			Ovl		
Min. Green:	0	0	0	0	0	0	0	0	0	0	0	0
Y+R:	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lanes:	1	0	1	1	0	1	1	0	3	0	1	1

Volume Module:

Base Vol:	170	831	125	124	440	118	140	1071	134	101	730	155
Growth Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Initial Bse:	170	831	125	124	440	118	140	1071	134	101	730	155
User Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
PHF Volume:	170	831	125	124	440	118	140	1071	134	101	730	155
Reduct Vol:	0	0	0	0	0	0	0	0	0	0	0	0
Reduced Vol:	170	831	125	124	440	118	140	1071	134	101	730	155
PCE Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
MLF Adj:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
FinalVolume:	170	831	125	124	440	118	140	1071	134	101	730	155
OvlAdjVol:									0			31

Saturation Flow Module:

Sat/Lane:	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600	1600
Adjustment:	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lanes:	1.00	1.74	0.26	1.00	1.58	0.42	1.00	3.00	1.00	1.00	3.00	1.00
Final Sat.:	1600	2782	418	1600	2523	677	1600	4800	1600	1600	4800	1600






























Capacity Analysis Module:

Vol/Sat:	0.11	0.30	0.30	0.08	0.17	0.17	0.09	0.22	0.08	0.06	0.15	0.10
OvlAdjV/S:									0.00			0.02
Crit Moves:	****			****			****			****		

HCM 6th Signalized Intersection Summary

1: Western Ave & Katella Ave

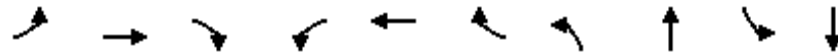
02/22/2021

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		  			  			 			 	
Traffic Volume (veh/h)	73	606	128	194	1011	96	112	285	94	112	881	100
Future Volume (veh/h)	73	606	128	194	1011	96	112	285	94	112	881	100
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	79	659	139	211	1099	104	122	310	102	122	958	109
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	102	950	432	250	1375	566	154	922	298	156	1126	128
Arrive On Green	0.06	0.19	0.19	0.14	0.27	0.27	0.09	0.35	0.35	0.09	0.35	0.35
Sat Flow, veh/h	1781	5106	1585	1781	5106	1585	1781	2641	853	1781	3216	366
Grp Volume(v), veh/h	79	659	139	211	1099	104	122	207	205	122	529	538
Grp Sat Flow(s),veh/h/ln	1781	1702	1585	1781	1702	1585	1781	1777	1717	1781	1777	1805
Q Serve(g_s), s	3.3	9.2	5.3	8.8	15.2	3.4	5.1	6.5	6.7	5.1	20.9	20.9
Cycle Q Clear(g_c), s	3.3	9.2	5.3	8.8	15.2	3.4	5.1	6.5	6.7	5.1	20.9	20.9
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.50	1.00		0.20
Lane Grp Cap(c), veh/h	102	950	432	250	1375	566	154	620	599	156	622	632
V/C Ratio(X)	0.78	0.69	0.32	0.84	0.80	0.18	0.79	0.33	0.34	0.78	0.85	0.85
Avail Cap(c_a), veh/h	150	1210	513	251	1499	604	157	620	599	279	622	632
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	35.3	28.9	22.0	31.8	25.8	16.8	34.0	18.2	18.3	33.9	22.8	22.8
Incr Delay (d2), s/veh	14.0	1.2	0.4	22.3	2.9	0.2	23.3	1.4	1.6	8.2	13.7	13.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.8	3.7	1.9	5.2	6.2	1.2	3.1	2.8	2.8	2.5	10.5	10.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	49.3	30.1	22.5	54.1	28.8	17.0	57.3	19.7	19.8	42.1	36.5	36.3
LnGrp LOS	D	C	C	D	C	B	E	B	B	D	D	D
Approach Vol, veh/h		877			1414			534			1189	
Approach Delay, s/veh		30.6			31.7			28.3			37.0	
Approach LOS		C			C			C			D	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.2	31.0	15.1	18.6	11.1	31.1	8.8	24.9				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	11.9	21.4	10.7	18.0	6.7	26.6	6.4	22.3				
Max Q Clear Time (g_c+I1), s	7.1	8.7	10.8	11.2	7.1	22.9	5.3	17.2				
Green Ext Time (p_c), s	0.1	2.0	0.0	2.8	0.0	2.2	0.0	3.2				
Intersection Summary												
HCM 6th Ctrl Delay			32.6									
HCM 6th LOS			C									

Queues

1: Western Ave & Katella Ave

02/22/2021



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	79	659	139	211	1099	104	122	412	122	1067
v/c Ratio	0.56	0.61	0.21	0.88	0.73	0.13	0.81	0.39	0.54	0.90
Control Delay	52.2	30.8	4.1	70.4	29.0	3.0	75.2	21.2	41.6	36.5
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	52.2	30.8	4.1	70.4	29.0	3.0	75.2	21.2	41.6	36.5
Queue Length 50th (ft)	39	108	0	105	184	0	61	75	58	262
Queue Length 95th (ft)	#93	145	33	#228	234	24	#154	118	108	#387
Internal Link Dist (ft)		248			275			272		210
Turn Bay Length (ft)										
Base Capacity (vph)	144	1164	652	240	1503	849	151	1049	268	1189
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.55	0.57	0.21	0.88	0.73	0.12	0.81	0.39	0.46	0.90

Intersection Summary





























95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

HCM 6th Signalized Intersection Summary

1: Western Ave & Katella Ave

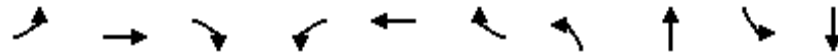
02/22/2021

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		  			  			 			 	
Traffic Volume (veh/h)	135	1071	134	101	726	152	169	831	125	119	438	113
Future Volume (veh/h)	135	1071	134	101	726	152	169	831	125	119	438	113
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	147	1164	146	110	789	165	184	903	136	129	476	123
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	179	1329	612	138	1212	517	224	1029	155	158	826	212
Arrive On Green	0.10	0.26	0.26	0.08	0.24	0.24	0.13	0.33	0.33	0.09	0.29	0.29
Sat Flow, veh/h	1781	5106	1585	1781	5106	1585	1781	3097	466	1781	2799	719
Grp Volume(v), veh/h	147	1164	146	110	789	165	184	518	521	129	301	298
Grp Sat Flow(s),veh/h/ln	1781	1702	1585	1781	1702	1585	1781	1777	1786	1781	1777	1741
Q Serve(g_s), s	6.0	16.3	4.6	4.5	10.4	5.8	7.5	20.5	20.5	5.3	10.7	10.9
Cycle Q Clear(g_c), s	6.0	16.3	4.6	4.5	10.4	5.8	7.5	20.5	20.5	5.3	10.7	10.9
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.26	1.00		0.41
Lane Grp Cap(c), veh/h	179	1329	612	138	1212	517	224	591	594	158	524	514
V/C Ratio(X)	0.82	0.88	0.24	0.79	0.65	0.32	0.82	0.88	0.88	0.82	0.57	0.58
Avail Cap(c_a), veh/h	179	1355	620	138	1239	525	270	591	594	158	524	514
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	32.9	26.4	15.5	33.8	25.7	18.9	31.8	23.5	23.5	33.4	22.3	22.4
Incr Delay (d2), s/veh	25.3	6.7	0.2	26.5	1.2	0.4	15.5	16.7	16.7	27.6	4.5	4.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	3.8	7.1	1.6	2.9	4.2	2.1	4.1	10.8	10.8	3.4	4.9	4.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	58.2	33.1	15.7	60.3	26.8	19.3	47.3	40.2	40.1	61.0	26.9	27.1
LnGrp LOS	E	C	B	E	C	B	D	D	D	E	C	C
Approach Vol, veh/h		1457			1064			1223			728	
Approach Delay, s/veh		33.9			29.1			41.2			33.0	
Approach LOS		C			C			D			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.1	29.3	10.3	23.9	13.9	26.5	12.0	22.2				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	6.6	24.8	5.8	19.8	11.3	20.1	7.5	18.1				
Max Q Clear Time (g_c+I1), s	7.3	22.5	6.5	18.3	9.5	12.9	8.0	12.4				
Green Ext Time (p_c), s	0.0	1.4	0.0	1.1	0.1	2.2	0.0	2.8				
Intersection Summary												
HCM 6th Ctrl Delay			34.6									
HCM 6th LOS			C									

Queues

1: Western Ave & Katella Ave

02/22/2021



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	147	1164	146	110	789	165	184	1039	129	599
v/c Ratio	0.83	0.87	0.18	0.81	0.64	0.23	0.73	0.89	0.83	0.61
Control Delay	70.9	34.9	4.1	76.5	28.4	4.4	48.8	35.1	75.6	25.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	70.9	34.9	4.1	76.5	28.4	4.4	48.8	35.1	75.6	25.4
Queue Length 50th (ft)	69	188	7	52	120	3	82	233	60	119
Queue Length 95th (ft)	#166	#262	35	#137	160	38	#169	#352	#152	172
Internal Link Dist (ft)		248			275			272		210
Turn Bay Length (ft)										
Base Capacity (vph)	177	1342	813	136	1227	709	266	1162	155	974
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.83	0.87	0.18	0.81	0.64	0.23	0.69	0.89	0.83	0.61

Intersection Summary






























95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

HCM 6th Signalized Intersection Summary

1: Western Ave & Katella Ave

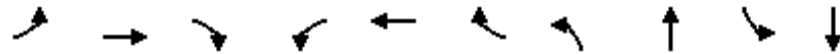
07/14/2021

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		  			  			 			 	
Traffic Volume (veh/h)	74	606	128	194	1012	96	112	285	94	116	882	105
Future Volume (veh/h)	74	606	128	194	1012	96	112	285	94	116	882	105
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	80	659	139	211	1100	104	122	310	102	126	959	114
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	103	954	433	250	1375	570	154	914	295	161	1119	133
Arrive On Green	0.06	0.19	0.19	0.14	0.27	0.27	0.09	0.35	0.35	0.09	0.35	0.35
Sat Flow, veh/h	1781	5106	1585	1781	5106	1585	1781	2641	853	1781	3199	380
Grp Volume(v), veh/h	80	659	139	211	1100	104	122	207	205	126	533	540
Grp Sat Flow(s),veh/h/ln	1781	1702	1585	1781	1702	1585	1781	1777	1717	1781	1777	1802
Q Serve(g_s), s	3.4	9.2	5.3	8.8	15.3	3.4	5.1	6.5	6.8	5.3	21.2	21.2
Cycle Q Clear(g_c), s	3.4	9.2	5.3	8.8	15.3	3.4	5.1	6.5	6.8	5.3	21.2	21.2
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.50	1.00		0.21
Lane Grp Cap(c), veh/h	103	954	433	250	1375	570	154	615	594	161	622	630
V/C Ratio(X)	0.78	0.69	0.32	0.84	0.80	0.18	0.79	0.34	0.35	0.78	0.86	0.86
Avail Cap(c_a), veh/h	150	1209	512	251	1498	608	157	615	594	279	622	630
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	35.3	28.9	22.0	31.9	25.9	16.7	34.1	18.4	18.5	33.9	22.9	22.9
Incr Delay (d2), s/veh	14.4	1.2	0.4	22.4	3.0	0.2	23.3	1.5	1.6	8.1	14.2	14.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.8	3.7	1.9	5.2	6.2	1.2	3.1	2.8	2.8	2.6	10.7	10.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	49.7	30.1	22.4	54.2	28.8	16.8	57.4	19.9	20.1	41.9	37.1	37.0
LnGrp LOS	D	C	C	D	C	B	E	B	C	D	D	D
Approach Vol, veh/h		878			1415			534			1199	
Approach Delay, s/veh		30.6			31.7			28.5			37.6	
Approach LOS		C			C			C			D	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.4	30.8	15.2	18.7	11.1	31.1	8.9	25.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	11.9	21.4	10.7	18.0	6.7	26.6	6.4	22.3				
Max Q Clear Time (g_c+I1), s	7.3	8.8	10.8	11.2	7.1	23.2	5.4	17.3				
Green Ext Time (p_c), s	0.1	2.0	0.0	2.8	0.0	2.1	0.0	3.2				
Intersection Summary												
HCM 6th Ctrl Delay			32.8									
HCM 6th LOS			C									

Queues

1: Western Ave & Katella Ave

07/14/2021



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	80	659	139	211	1100	104	122	412	126	1073
v/c Ratio	0.57	0.61	0.21	0.88	0.73	0.13	0.81	0.39	0.56	0.90
Control Delay	52.6	30.8	4.1	70.4	29.0	3.0	75.2	21.2	42.1	37.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	52.6	30.8	4.1	70.4	29.0	3.0	75.2	21.2	42.1	37.0
Queue Length 50th (ft)	39	108	0	105	184	0	61	75	59	264
Queue Length 95th (ft)	#95	145	33	#228	234	24	#154	118	111	#391
Internal Link Dist (ft)		248			275			272		210
Turn Bay Length (ft)										
Base Capacity (vph)	144	1164	652	240	1503	849	151	1046	268	1189
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.56	0.57	0.21	0.88	0.73	0.12	0.81	0.39	0.47	0.90

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

HCM 6th TWSC
3: Western Ave & Project Driveway

07/14/2021

Intersection

Int Delay, s/veh 0.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↑↑	↑↑	
Traffic Vol, veh/h	0	10	0	454	1093	1
Future Vol, veh/h	0	10	0	454	1093	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	11	0	493	1188	1

Major/Minor	Minor2	Major1	Major2
Conflicting Flow All	-	595	-
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	6.94	-
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	3.32	-
Pot Cap-1 Maneuver	0	447	0
Stage 1	0	-	0
Stage 2	0	-	0
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	447	-
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-





























Approach	EB	NB	SB
HCM Control Delay, s	13.3	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	447	-	-
HCM Lane V/C Ratio	-	0.024	-	-
HCM Control Delay (s)	-	13.3	-	-
HCM Lane LOS	-	B	-	-
HCM 95th %tile Q(veh)	-	0.1	-	-

HCM 6th Signalized Intersection Summary

1: Western Ave & Katella Ave

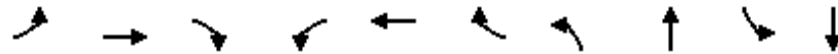
07/14/2021

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		  			  			 			 	
Traffic Volume (veh/h)	138	1071	134	101	730	152	170	831	125	121	439	116
Future Volume (veh/h)	138	1071	134	101	730	152	170	831	125	121	439	116
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	150	1164	146	110	793	165	185	903	136	132	477	126
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	179	1329	613	138	1212	517	225	1029	155	158	820	215
Arrive On Green	0.10	0.26	0.26	0.08	0.24	0.24	0.13	0.33	0.33	0.09	0.29	0.29
Sat Flow, veh/h	1781	5106	1585	1781	5106	1585	1781	3097	466	1781	2785	731
Grp Volume(v), veh/h	150	1164	146	110	793	165	185	518	521	132	303	300
Grp Sat Flow(s),veh/h/ln	1781	1702	1585	1781	1702	1585	1781	1777	1786	1781	1777	1739
Q Serve(g_s), s	6.2	16.3	4.6	4.5	10.5	5.8	7.6	20.5	20.5	5.4	10.8	11.0
Cycle Q Clear(g_c), s	6.2	16.3	4.6	4.5	10.5	5.8	7.6	20.5	20.5	5.4	10.8	11.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.26	1.00		0.42
Lane Grp Cap(c), veh/h	179	1329	613	138	1212	517	225	591	594	158	523	512
V/C Ratio(X)	0.84	0.88	0.24	0.79	0.65	0.32	0.82	0.88	0.88	0.84	0.58	0.59
Avail Cap(c_a), veh/h	179	1355	621	138	1239	525	270	591	594	158	523	512
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	33.0	26.4	15.5	33.8	25.7	18.9	31.8	23.5	23.5	33.5	22.4	22.4
Incr Delay (d2), s/veh	28.0	6.7	0.2	26.5	1.2	0.4	15.6	16.7	16.7	30.9	4.6	4.8
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.0	7.1	1.6	2.9	4.2	2.1	4.1	10.8	10.8	3.6	5.0	4.9
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	60.9	33.1	15.7	60.3	26.9	19.3	47.4	40.2	40.1	64.4	27.0	27.3
LnGrp LOS	E	C	B	E	C	B	D	D	D	E	C	C
Approach Vol, veh/h		1460			1068			1224			735	
Approach Delay, s/veh		34.2			29.2			41.3			33.8	
Approach LOS		C			C			D			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.1	29.3	10.3	23.9	13.9	26.5	12.0	22.2				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	6.6	24.8	5.8	19.8	11.3	20.1	7.5	18.1				
Max Q Clear Time (g_c+I1), s	7.4	22.5	6.5	18.3	9.6	13.0	8.2	12.5				
Green Ext Time (p_c), s	0.0	1.4	0.0	1.1	0.1	2.2	0.0	2.8				
Intersection Summary												
HCM 6th Ctrl Delay			34.9									
HCM 6th LOS			C									

Queues

1: Western Ave & Katella Ave

07/14/2021



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	150	1164	146	110	793	165	185	1039	132	603
v/c Ratio	0.85	0.87	0.18	0.81	0.65	0.23	0.73	0.89	0.85	0.62
Control Delay	73.6	34.9	4.1	76.5	28.5	4.4	49.1	35.1	78.8	25.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	73.6	34.9	4.1	76.5	28.5	4.4	49.1	35.1	78.8	25.4
Queue Length 50th (ft)	70	188	7	52	121	3	83	233	62	120
Queue Length 95th (ft)	#170	#262	35	#137	161	38	#170	#352	#157	173
Internal Link Dist (ft)		248			275			272		210
Turn Bay Length (ft)										
Base Capacity (vph)	177	1342	812	136	1227	709	266	1162	155	975
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.85	0.87	0.18	0.81	0.65	0.23	0.70	0.89	0.85	0.62

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

HCM 6th TWSC
3: Western Ave & Project Driveway





























07/14/2021

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↑↑	↑↑	
Traffic Vol, veh/h	0	6	0	1118	670	2
Future Vol, veh/h	0	6	0	1118	670	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	7	0	1215	728	2
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	-	365	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	-	-
Pot Cap-1 Maneuver	0	632	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	632	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	10.8	0		0		
HCM LOS	B					
Minor Lane/Major Mvmt	NBT EBLn1		SBT	SBR		
Capacity (veh/h)	- 632		-	-		
HCM Lane V/C Ratio	- 0.01		-	-		
HCM Control Delay (s)	- 10.8		-	-		
HCM Lane LOS	- B		-	-		
HCM 95th %tile Q(veh)	- 0		-	-		

HCM 6th Signalized Intersection Summary

1: Western Ave & Katella Ave

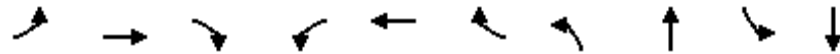
07/14/2021

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		  			  			 			 	
Traffic Volume (veh/h)	75	606	128	194	1012	97	112	285	94	121	883	109
Future Volume (veh/h)	75	606	128	194	1012	97	112	285	94	121	883	109
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	82	659	139	211	1100	105	122	310	102	132	960	118
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	105	960	435	250	1373	575	154	902	291	168	1112	137
Arrive On Green	0.06	0.19	0.19	0.14	0.27	0.27	0.09	0.34	0.34	0.09	0.35	0.35
Sat Flow, veh/h	1781	5106	1585	1781	5106	1585	1781	2641	853	1781	3185	391
Grp Volume(v), veh/h	82	659	139	211	1100	105	122	207	205	132	535	543
Grp Sat Flow(s),veh/h/ln	1781	1702	1585	1781	1702	1585	1781	1777	1717	1781	1777	1800
Q Serve(g_s), s	3.5	9.2	5.3	8.8	15.3	3.4	5.1	6.6	6.8	5.5	21.4	21.4
Cycle Q Clear(g_c), s	3.5	9.2	5.3	8.8	15.3	3.4	5.1	6.6	6.8	5.5	21.4	21.4
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.50	1.00		0.22
Lane Grp Cap(c), veh/h	105	960	435	250	1373	575	154	607	586	168	621	629
V/C Ratio(X)	0.78	0.69	0.32	0.85	0.80	0.18	0.79	0.34	0.35	0.79	0.86	0.86
Avail Cap(c_a), veh/h	150	1207	511	250	1495	613	157	607	586	278	621	629
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	35.3	28.8	22.0	31.9	25.9	16.5	34.1	18.7	18.8	33.8	23.1	23.1
Incr Delay (d2), s/veh	15.1	1.2	0.4	22.4	3.0	0.2	23.4	1.5	1.6	7.9	14.7	14.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.9	3.7	2.0	5.2	6.3	1.2	3.2	2.8	2.8	2.7	10.9	11.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	50.5	30.0	22.4	54.4	28.9	16.7	57.5	20.2	20.4	41.7	37.8	37.7
LnGrp LOS	D	C	C	D	C	B	E	C	C	D	D	D
Approach Vol, veh/h		880			1416			534			1210	
Approach Delay, s/veh		30.7			31.8			28.8			38.2	
Approach LOS		C			C			C			D	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.7	30.5	15.2	18.8	11.1	31.1	9.0	25.0				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	11.9	21.4	10.7	18.0	6.7	26.6	6.4	22.3				
Max Q Clear Time (g_c+I1), s	7.5	8.8	10.8	11.2	7.1	23.4	5.5	17.3				
Green Ext Time (p_c), s	0.1	2.0	0.0	2.8	0.0	2.0	0.0	3.2				
Intersection Summary												
HCM 6th Ctrl Delay			33.1									
HCM 6th LOS			C									

Queues

1: Western Ave & Katella Ave

07/14/2021



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	82	659	139	211	1100	105	122	412	132	1078
v/c Ratio	0.58	0.61	0.21	0.88	0.73	0.13	0.81	0.40	0.58	0.91
Control Delay	53.6	30.8	4.1	70.4	29.0	3.0	75.2	21.4	42.7	37.3
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	53.6	30.8	4.1	70.4	29.0	3.0	75.2	21.4	42.7	37.3
Queue Length 50th (ft)	40	108	0	105	184	0	61	75	62	265
Queue Length 95th (ft)	#98	145	33	#228	234	24	#154	118	116	#393
Internal Link Dist (ft)		248			275			272		210
Turn Bay Length (ft)										
Base Capacity (vph)	144	1164	652	240	1503	849	151	1039	268	1190
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.57	0.57	0.21	0.88	0.73	0.12	0.81	0.40	0.49	0.91

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

HCM 6th TWSC
3: Western Ave & Project Driveway





























07/14/2021

Intersection						
Int Delay, s/veh	0.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↑↑	↑↑	
Traffic Vol, veh/h	0	10	0	456	1103	1
Future Vol, veh/h	0	10	0	456	1103	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	11	0	496	1199	1
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	-	600	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	-	-
Pot Cap-1 Maneuver	0	444	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	444	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	13.3	0		0		
HCM LOS	B					
Minor Lane/Major Mvmt	NBT EBLn1		SBT	SBR		
Capacity (veh/h)	- 444		-	-		
HCM Lane V/C Ratio	- 0.024		-	-		
HCM Control Delay (s)	- 13.3		-	-		
HCM Lane LOS	- B		-	-		
HCM 95th %tile Q(veh)	- 0.1		-	-		

HCM 6th Signalized Intersection Summary

1: Western Ave & Katella Ave

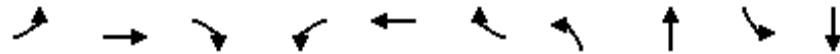
07/14/2021

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		  			  			 			 	
Traffic Volume (veh/h)	140	1071	134	101	730	155	170	831	125	124	440	118
Future Volume (veh/h)	140	1071	134	101	730	155	170	831	125	124	440	118
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	152	1164	146	110	793	168	185	903	136	135	478	128
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	179	1329	613	138	1212	517	225	1029	155	158	817	217
Arrive On Green	0.10	0.26	0.26	0.08	0.24	0.24	0.13	0.33	0.33	0.09	0.29	0.29
Sat Flow, veh/h	1781	5106	1585	1781	5106	1585	1781	3097	466	1781	2776	738
Grp Volume(v), veh/h	152	1164	146	110	793	168	185	518	521	135	305	301
Grp Sat Flow(s),veh/h/ln	1781	1702	1585	1781	1702	1585	1781	1777	1786	1781	1777	1737
Q Serve(g_s), s	6.3	16.3	4.6	4.5	10.5	6.0	7.6	20.5	20.5	5.6	10.9	11.0
Cycle Q Clear(g_c), s	6.3	16.3	4.6	4.5	10.5	6.0	7.6	20.5	20.5	5.6	10.9	11.0
Prop In Lane	1.00		1.00	1.00		1.00	1.00		0.26	1.00		0.43
Lane Grp Cap(c), veh/h	179	1329	613	138	1212	517	225	591	594	158	523	512
V/C Ratio(X)	0.85	0.88	0.24	0.79	0.65	0.33	0.82	0.88	0.88	0.86	0.58	0.59
Avail Cap(c_a), veh/h	179	1355	621	138	1239	525	270	591	594	158	523	512
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	33.0	26.4	15.5	33.8	25.7	19.0	31.8	23.5	23.5	33.5	22.4	22.5
Incr Delay (d2), s/veh	29.9	6.7	0.2	26.5	1.2	0.4	15.6	16.7	16.7	34.5	4.7	4.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	4.1	7.1	1.6	2.9	4.2	2.1	4.1	10.8	10.8	3.9	5.0	5.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	62.9	33.1	15.7	60.3	26.9	19.3	47.4	40.2	40.1	68.1	27.1	27.4
LnGrp LOS	E	C	B	E	C	B	D	D	D	E	C	C
Approach Vol, veh/h		1462			1071			1224			741	
Approach Delay, s/veh		34.5			29.1			41.3			34.7	
Approach LOS		C			C			D			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	11.1	29.3	10.3	23.9	13.9	26.5	12.0	22.2				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	6.6	24.8	5.8	19.8	11.3	20.1	7.5	18.1				
Max Q Clear Time (g_c+I1), s	7.6	22.5	6.5	18.3	9.6	13.0	8.3	12.5				
Green Ext Time (p_c), s	0.0	1.4	0.0	1.1	0.1	2.1	0.0	2.8				
Intersection Summary												
HCM 6th Ctrl Delay			35.1									
HCM 6th LOS			D									

Queues

1: Western Ave & Katella Ave

07/14/2021



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	SBL	SBT
Lane Group Flow (vph)	152	1164	146	110	793	168	185	1039	135	606
v/c Ratio	0.86	0.87	0.18	0.81	0.65	0.24	0.73	0.89	0.87	0.62
Control Delay	75.4	34.9	4.1	76.5	28.5	4.5	49.1	35.1	82.2	25.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	75.4	34.9	4.1	76.5	28.5	4.5	49.1	35.1	82.2	25.4
Queue Length 50th (ft)	71	188	7	52	121	4	83	233	63	121
Queue Length 95th (ft)	#173	#262	35	#137	161	40	#170	#352	#160	174
Internal Link Dist (ft)		248			275			272		210
Turn Bay Length (ft)										
Base Capacity (vph)	177	1342	812	136	1227	709	266	1162	155	975
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.86	0.87	0.18	0.81	0.65	0.24	0.70	0.89	0.87	0.62

Intersection Summary

95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

HCM 6th TWSC

3: Western Ave & Project Driveway

07/14/2021

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↑↑	↑↑	
Traffic Vol, veh/h	0	6	0	1123	676	2
Future Vol, veh/h	0	6	0	1123	676	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	7	0	1221	735	2
Major/Minor	Minor2	Major1		Major2		
Conflicting Flow All	-	369	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.94	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.32	-	-	-	-
Pot Cap-1 Maneuver	0	628	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	628	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Approach	EB	NB		SB		
HCM Control Delay, s	10.8	0		0		
HCM LOS	B					
Minor Lane/Major Mvmt	NBT EBLn1		SBT	SBR		
Capacity (veh/h)	- 628		-	-		
HCM Lane V/C Ratio	- 0.01		-	-		
HCM Control Delay (s)	- 10.8		-	-		
HCM Lane LOS	- B		-	-		
HCM 95th %tile Q(veh)	- 0		-	-		

ATTACHMENT D

NOISE AND VIBRATION IMPACT ANALYSIS TECHNICAL MEMORANDUM (LSA, MAY 2021)

MEMORANDUM

DATE: May 5, 2021

TO: Kurt Bausback, Director, Planning and Entitlements
KB Home Coastal

FROM: J.T. Stephens, Associate/Senior Noise Specialist

SUBJECT: Noise and Vibration Impact Analysis: Katella Assemblage Infill Residential Project

INTRODUCTION AND PROJECT DESCRIPTION

This noise and vibration impact analysis has been prepared to evaluate the potential impacts associated with the proposed Katella Assemblage Infill Residential Project (proposed project) in the City of Stanton (City), California. This report is intended to satisfy the City's requirement for a project-specific noise impact analysis and examines the impacts of the proposed noise-sensitive uses on the project site, together with the project design features and standard conditions. Noise impacts to future residents are based on the noise measurement data gathered at the project site (from February 9, 2021, to February 10, 2021) which accounts for traffic noise from the surrounding roadways and other noise sources in the project vicinity.

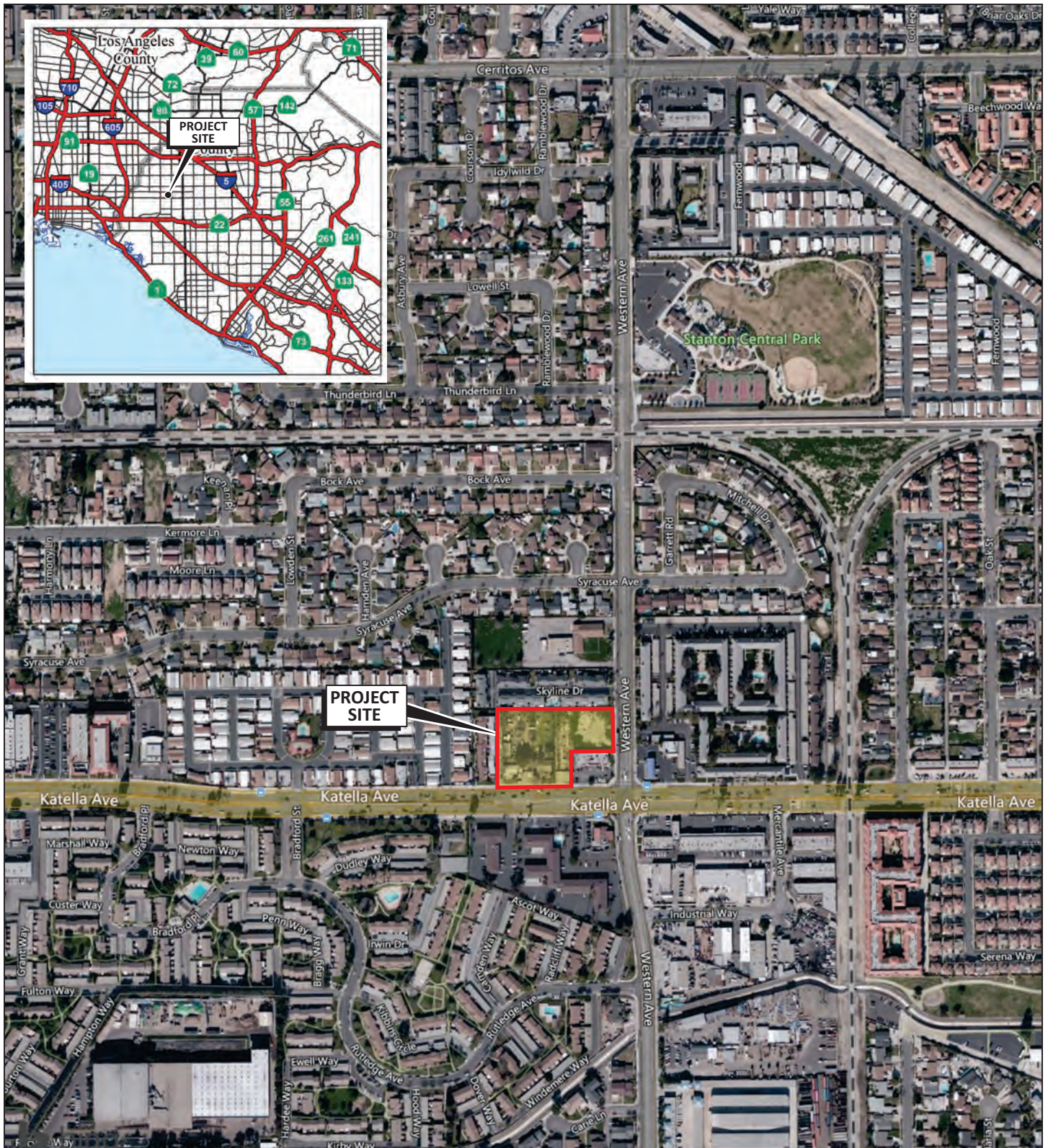
Location and Description

The approximately 2.6 gross acre¹ project site is located at 7401, 7421, and 7455 Katella Avenue and 10941 and 10921 Western Avenue on Assessor's Parcel Numbers (APNs) 079-371-09, -12, -13, -15, -26, -27, and -31 in the City of Stanton (City), in Orange County, California. The project site is bounded to the north by a high density residential development, to the east by Western Avenue and commercial and multifamily residential uses beyond, to the south by Katella Avenue and commercial uses and a hotel beyond, and to the west by multifamily residential uses and a mobile home park. The L-shaped project site wraps around APN 079-371-32, which is at the northwest corner of Katella Avenue and Western Avenue and is currently operating as a commercial strip mall. This parcel is not a part of the project site and would remain in place. The proposed project includes the demolition of all on-site existing structures and the Stanton Community Garden. Figure 1 shows the project location.

The proposed project includes construction of 36 detached units, comprised of 18 three-bedroom and 18 four bedroom units, and 95 parking spaces (including 72 garage spaces and 23 guest spaces) within the project site. Plans include 6-foot high side yard vinyl fencing. In addition to the 95 parking

¹ The gross site area includes Public Right of Way easements; the net site area is 2.1 acres.

spaces, there will be an additional 18 tandem parking spaces provided (each garage within the three-bedroom units will feature this tandem space). Figure 2 illustrates the site plan.



LSA

LEGEND

- Project Site



0 250 500
FEET

SOURCE: Bing Maps

I:\KBH2001\G\Project Location.cdr (2/17/2021)

FIGURE 1

Katella Assemblage Infill Residential Project
Project Location

Sensitive Land Uses in the Project Vicinity

Certain land uses are considered more sensitive to noise than others. Examples of these include residential areas, educational facilities, hospitals, childcare facilities, and senior housing. The project site is surrounded primarily by residential development with the nearest residential uses immediately adjacent to the north, west, and south. The areas adjacent to the project site include the following uses:

- **North:** High density residential uses immediately adjacent
- **East:** Multi-family residential and commercial uses across Western Avenue approximately 95 feet away
- **South:** Hospitality (motel) and commercial uses across Katella Avenue approximately 175 feet away.
- **West:** Multi-family residential uses immediately adjacent and mobile home park beyond

METHODOLOGY

Evaluation of noise impacts associated with the proposed project includes the following:

- Determine the short-term construction noise levels at off-site noise sensitive uses and compare to the City's General Plan and Municipal Code Ordinance requirements;
- Determine the long-term noise levels at off-site noise sensitive uses and compare the levels to the City's pertinent noise standards; and
- Determine the required project features, such as mechanical ventilation or building façade enhancements, to reduce long-term, on-site noise impacts from all sources.

CHARACTERISTICS OF SOUND

Noise is usually defined as unwanted sound. Noise consists of any sound that may produce physiological or psychological damage and/or interfere with communication, work, rest, recreation, and sleep.

To the human ear, sound has two significant characteristics: pitch and loudness. Pitch is generally an annoyance, while loudness can affect the ability to hear. Pitch is the number of complete vibrations, or cycles per second, of a wave resulting in the tone's range from high to low. Loudness is the strength of a sound that describes a noisy or quiet environment and is measured by the amplitude of the sound wave. Loudness is determined by the intensity of the sound waves combined with the reception characteristics of the human ear. Sound intensity refers to how hard the sound wave strikes an object, which in turn produces the sound's effect. This characteristic of sound can be precisely measured with instruments. The analysis of a project defines the noise environment of the project area in terms of sound intensity and its effect on adjacent sensitive land uses.

Measurement of Sound

Sound intensity is measured through the A-weighted scale to correct for the relative frequency response of the human ear. That is, an A-weighted noise level de-emphasizes low and very high frequencies of sound similar to the human ear's de-emphasis of these frequencies. Unlike linear units (e.g., inches or pounds), decibels are measured on a logarithmic scale representing points on a sharply rising curve.

For example, 10 decibels (dB) is 10 times more intense than 1 dB, 20 dB is 100 times more intense than 1 dB, and 30 dB is 1,000 times more intense than 1 dB. Thirty decibels (30 dB) represent 1,000 times as much acoustic energy as 1 dB. The decibel scale increases as the square of the change, representing the sound pressure energy. A sound as soft as human breathing is about 10 times greater than 0 dB. The decibel system of measuring sound gives a rough connection between the physical intensity of sound and its perceived loudness to the human ear. A 10 dB increase in sound level is perceived by the human ear as only a doubling of the loudness of the sound. Ambient sounds generally range from 30 dB (very quiet) to 100 dB (very loud).

Sound levels are generated from a source, and their decibel level decreases as the distance from that source increases. Sound dissipates exponentially with distance from the noise source. For a single-point source, sound levels decrease approximately 6 dB for each doubling of distance from the source. This drop-off rate is appropriate for noise generated by stationary equipment. If noise is produced by a line source (e.g., highway traffic or railroad operations) the sound decreases 3 dB for each doubling of distance in a hard site environment. Similarly, line sources with intervening absorptive vegetation or line sources which are located at a great distance to the receptor would decrease 4.5 dB for each doubling of distance.

There are many ways to rate noise for various time periods, but an appropriate rating of ambient noise affecting humans also accounts for the annoying effects of sound. The equivalent continuous sound level (L_{eq}) is the total sound energy of time-varying noise over a sample period. However, the predominant rating scales for human communities in the State of California are the L_{eq} and Community Noise Equivalent Level (CNEL) or the day-night average noise level (L_{dn}) based on A-weighted decibels (dBA). CNEL is the time-varying noise over a 24-hour period, with a 5 dBA weighting factor applied to the hourly L_{eq} for noises occurring from 7:00 p.m. to 10:00 p.m. (defined as relaxation hours), and a 10 dBA weighting factor applied to noises occurring from 10:00 p.m. to 7:00 a.m. (defined as sleeping hours). L_{dn} is similar to the CNEL scale but without the adjustment for events occurring during the evening hours. CNEL and L_{dn} are within 1 dBA of each other and are normally interchangeable. The City uses the CNEL noise scale for long-term noise impact assessment.

Other noise rating scales of importance when assessing the annoyance factor include the maximum instantaneous noise level (L_{max}), which is the highest exponential time-averaged sound level that occurs during a stated time period. The noise environments discussed in this analysis for short-term noise impacts are specified in terms of maximum levels denoted by L_{max} , which reflects peak operating conditions and addresses the annoying aspects of intermittent noise. It is often used together with another noise scale or noise standards in terms of percentile noise levels in noise ordinances for enforcement purposes. For example, the L_{10} noise level represents the noise level

exceeded 10 percent of the time during a stated period. The L_{50} noise level represents the median noise level (i.e., half the time the noise level exceeds this level, and half the time it is less than this level). The L_{90} noise level represents the noise level exceeded 90 percent of the time and is considered the background noise level during a monitoring period. For a relatively constant noise source, the L_{eq} and L_{50} are approximately the same.

Noise impacts can be described in three categories. The first is audible impacts that refer to increases in noise levels noticeable to humans. Audible increases in noise levels generally refer to a change of 3.0 dB or greater because this level has been found to be barely perceptible in exterior environments. The second category, potentially audible, refers to a change in the noise level between 1.0 and 3.0 dB. This range of noise levels has been found to be noticeable only in laboratory environments. The last category is changes in noise levels of less than 1.0 dB, which are inaudible to the human ear. Only audible changes in existing ambient or background noise levels (3.0 dB or greater) are considered potentially significant.

Physiological Effects of Noise

Physical damage to human hearing begins at prolonged exposure to noise levels higher than 85 dBA. Exposure to high noise levels affects the entire system, with prolonged noise exposure in excess of 75 dBA increasing body tensions, thereby affecting blood pressure and functions of the heart and the nervous system. In comparison, extended periods of noise exposure above 90 dBA would result in permanent cell damage. When the noise level reaches 120 dBA, a tickling sensation occurs in the human ear even with short-term exposure. This level of noise is called the threshold of feeling. As the sound reaches 140 dBA, the tickling sensation is replaced by the feeling of pain in the ear. This is called the threshold of pain. A sound level of 160–165 dBA will result in dizziness or loss of equilibrium. The ambient or background noise problem is widespread and generally more concentrated in urban areas than in outlying less developed areas.

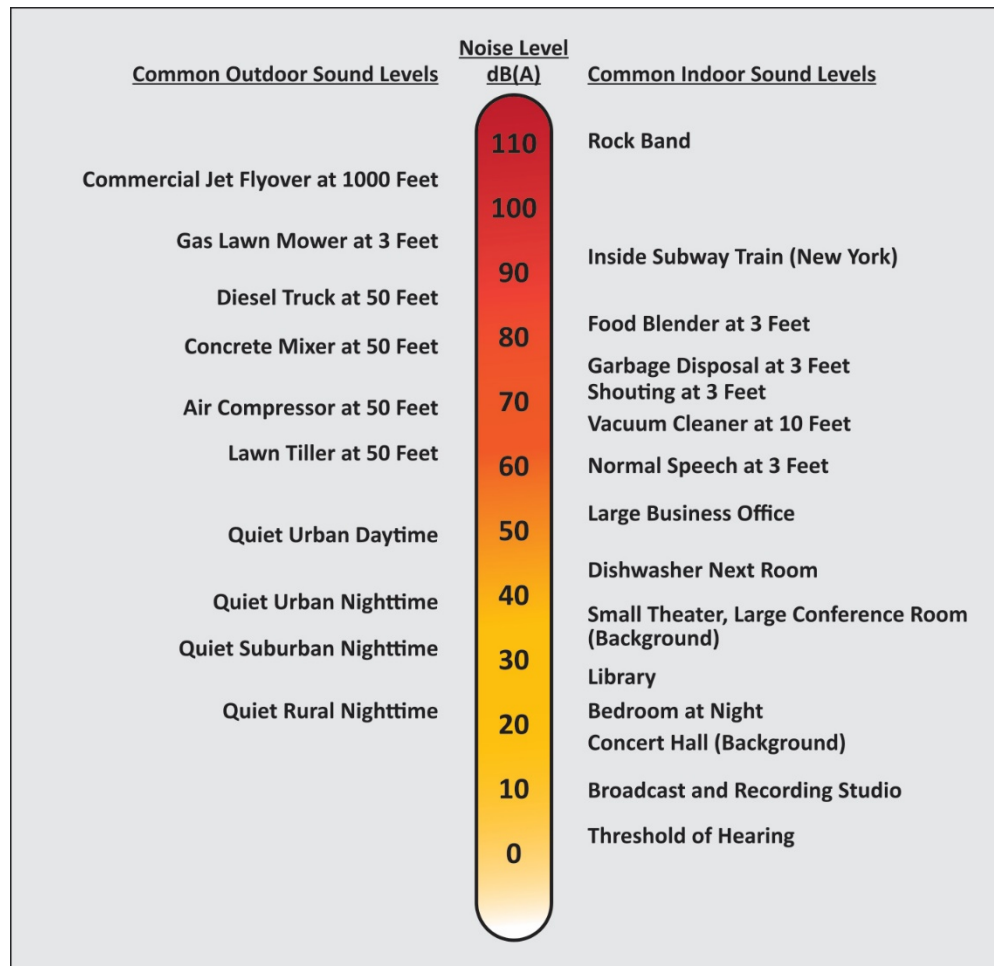
Table A lists definitions of acoustical terms, and Table B shows common sound levels and their sources.

Table A: Definitions of Acoustical Terms

Term	Definitions
Decibel, dB	A unit of level that denotes the ratio between two quantities proportional to power, the number of decibels is 10 times the logarithm (to the base 10) of this ratio.
Frequency, Hz	Of a function periodic in time, the number of times that the quantity repeats itself in one second (i.e., number of cycles per second).
A-Weighted Sound Level, dBA	The sound level obtained by use of A-weighting. The A-weighting filter deemphasizes the very low and very high frequency components of the sound in a manner similar to the frequency components of the sound in a manner similar to the frequency response of the human ear and correlates well with subjective reactions to noise. All sound levels in this assessment are A-weighted, unless reported otherwise.
L_{01} , L_{10} , L_{50} , L_{90}	The fast A-weighted noise levels equaled or exceeded by a fluctuating sound level for 1 percent, 10 percent, 50 percent, and 90 percent of a stated time period.
Equivalent Continuous Noise Level, L_{eq}	The level of a steady sound that, in a stated time period and at a stated location, has the same A-weighted sound energy as the time varying sound.
Community Noise Equivalent Level, CNEL	The 24-hour A-weighted average sound level from midnight to midnight, obtained after the addition of 5 dB to sound levels occurring in the evening from 7:00 p.m. to 10:00 p.m. and after the addition of 10 dB to sound levels occurring in the night between 10:00 p.m. and 7:00 a.m.
Day/Night Noise Level, L_{dn}	The 24-hour A-weighted average sound level from midnight to midnight, obtained after the addition of 10 dB to sound levels occurring in the night between 10:00 p.m. and 7:00 a.m.
L_{max} , L_{min}	The maximum and minimum A-weighted sound levels measured on a sound level meter, during a designated time interval, using fast time averaging.
Ambient Noise Level	The all-encompassing noise associated with a given environment at a specified time, usually a composite of sound from many sources at many directions, near and far; no particular sound is dominant.
Intrusive	The noise that intrudes over and above the existing ambient noise at a given location. The relative intrusiveness of a sound depends upon its amplitude, duration, frequency, and time of occurrence and tonal or informational content, as well as the prevailing ambient noise level.

Source: Harris, Cyril M. *Handbook of Acoustical Measurements and Noise Control* (1991).

Table B: Common Sound Levels and Noise Sources



Source: LSA, Associates, Inc., 2016.

CHARACTERISTICS OF VIBRATION

Vibration refers to ground-borne noise and perceptible motion. Ground-borne vibration is almost exclusively a concern inside buildings and is rarely perceived as a problem outdoors, where the motion may be discernible. Typically, there is more adverse reaction to effects associated with the shaking of a building. Vibration energy propagates from a source through intervening soil and rock layers to the foundations of nearby buildings. The vibration then propagates from the foundation throughout the remainder of the structure. Building vibration may be perceived by occupants as the motion of building surfaces, the rattling of items on shelves or hanging on walls, or a low-frequency rumbling noise. The rumbling noise is caused by the vibration of walls, floors, and ceilings that radiate sound waves. Annoyance from vibration often occurs when the vibration exceeds the threshold of perception by 10 dB or less. This is an order of magnitude below the damage threshold for normal buildings.

Typical sources of ground-borne vibration are construction activities (e.g., blasting, pile driving, and operating heavy-duty earthmoving equipment), steel-wheeled trains, and occasional traffic on rough roads. As described in the *FTA Transit Noise and Vibration Impact Assessment Manual* (FTA 2018) (FTA Manual), problems with both ground-borne vibration and noise from these sources are usually localized to areas within approximately 100 feet from the vibration source, although there are examples of ground-borne vibration causing interference out to distances greater than 200 feet. When roadways are smooth, vibration from traffic, even heavy trucks, is rarely perceptible. It is assumed for most projects that the roadway surface will be smooth enough that ground-borne vibration from street traffic will not exceed the impact criteria; however, both the construction of the project could result in ground-borne vibration that may be perceptible and annoying.

Ground-borne vibration has the potential to disturb people and damage buildings. Although it is very rare for typical construction activities to cause even cosmetic building damage, it is not uncommon for construction processes such as blasting and pile driving to cause vibration of sufficient amplitudes to damage nearby buildings. Ground-borne vibration is usually measured in terms of vibration velocity, either the root-mean-square (RMS) velocity or peak particle velocity (PPV). The RMS is best for characterizing human response to building vibration, and PPV is used to characterize potential for damage. Decibel notation acts to compress the range of numbers required to describe vibration. Vibration velocity level in decibels is defined as:

$$L_v = 20 \log_{10} [V/V_{\text{ref}}]$$

where L_v is the vibration velocity in decibels (VdB), “ V ” is the RMS velocity amplitude, and “ V_{ref} ” is the reference velocity amplitude, or 1×10^{-6} inches/second (in/sec) used in the United States.

Factors that influence ground-borne vibration and noise include the following:

- **Vibration Source:** Vehicle suspension, wheel types and condition, railroad track/roadway surface, railroad track support system, speed, transit structure, and depth of vibration source
- **Vibration Path:** Soil type, rock layers, soil layering, depth to water table, and frost depth
- **Vibration Receiver:** Foundation type, building construction, and acoustical absorption

Among the factors listed above, there are significant differences in the vibration characteristics when the source is underground compared to when it’s at the ground surface. In addition, soil conditions are known to have a strong influence on the levels of ground-borne vibration. Among the most important factors are the stiffness and internal damping of the soil and the depth to bedrock.

Experience with ground-borne vibration indicates: (1) vibration propagation is more efficient in stiff clay soils than in loose sandy soils, and (2) shallow rock seems to concentrate the vibration energy close to the surface and can result in ground-borne vibration problems at large distances, for example, from a railroad track. Factors such as layering of the soil and the depth to the water table can have significant effects on the propagation of ground-borne vibration. Soft, loose, sandy soils

tend to attenuate more vibration energy than hard rocky materials. Vibration propagation through groundwater is more efficient than through sandy soils.

THRESHOLDS OF SIGNIFICANCE

Based on *Guidelines for the Implementation of the California Environmental Quality Act* (CEQA), Appendix G, Public Resources Code, Sections 15000–15387, a project will normally have a significant effect on the environment related to noise and vibration if it will substantially increase the ambient levels for adjoining areas or conflict with adopted environmental plans and the goals of the community in which it is located. The applicable noise and vibration level standards are based on the City of Stanton General Plan and Municipal Code as well as the FTA Manual and are utilized to determine potential noise and vibration impacts.

APPLICABLE NOISE STANDARDS

The following information provides standards to which potential noise impacts will be compared to.

City of Stanton General Plan

Table C, taken from Table 6-2 of the City's General Plan, provides Land Use Compatibility Guidelines consistent with the State of California Office of Planning and Research which are used as a guideline to evaluate the acceptability of the noise levels generated by the traffic flow. In order to create a desirable environment for sensitive uses within the City, Goal CHS-3.1 incorporates strategies and actions to reduce noise impacts from transportation sources. Specifically, Action CHS-3.1.1 (h) states "ensure CNEL levels for noise sensitive land uses meet or exceed normally acceptable levels, as defined by State of California standards." With the incorporation of this action, an acceptable exterior noise level standard of 65 dBA CNEL would be necessary at the private exterior living areas of the multi-family homes.

Table C: Land Use Compatibility Noise Guidelines¹

Land Use Category	Community Noise Exposure (dBA CNEL)			
	Normally Acceptable	Conditionally Acceptable	Normally Unacceptable	Clearly Unacceptable
Residential - Low Density, Single-Family, Duplex, Mobile Homes	50 - 60	55 - 70	70-75	75-85
Residential - Multiple Family	50 - 65	60 - 70	70 - 75	70 - 85
Transient Lodging - Motels, and Hotels	50 - 65	60 - 70	70 - 80	80 - 85
Schools, Libraries, Churches, Hospitals, Nursing Homes	50 - 70	60 - 70	70 - 80	80 - 85
Auditoriums, Concert Halls, Amphitheaters	NA	50 - 70	NA	65 - 85
Sports Arenas, Outdoor Spectator Sports	NA	50 - 75	NA	70 - 85
Playgrounds, Neighborhood Parks	50 - 70	NA	67.5 - 75	72.5 - 85
Golf Courses, Riding Stables, Water Recreation, Cemeteries	50 - 70	NA	70 - 80	80 - 85
Office Buildings, Business Commercial and Professional	50 - 70	67.5 - 77.5	75 - 85	NA
Industrial, Manufacturing, Utilities, Agriculture	50 - 75	70 - 80	75 - 85	NA

Source: City of Stanton General Plan (2008).

Normally Acceptable – Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction, without any special noise insulation requirements.

Conditionally Acceptable – New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features included in the design. Conventional construction, but with closed windows and fresh air supply systems or air conditioning, will normally suffice.

Normally Unacceptable – New construction or development should be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design.

Clearly Unacceptable – New construction or development

dBA = A-weighted decibels

City of Stanton Municipal Code

Section 9-28.050, Exterior Noise Standards, of the City’s Municipal Code provides noise standards for non-transportation sources to be used as the base of measurement for determining noise violations affecting residential uses. Table D provides the exterior noise levels standards applicable for residential uses which would include the project site. In the event the existing ambient noise level exceeds the applicable noise limit categories, based on time duration of the potential impact, the existing ambient noise level shall be the new noise level standard for the same time duration. Section 9.28.060, as shown in Table E, provides the interior noise level standards for residential uses during nighttime hours.

Table D: Exterior Noise Standards for Residential, Public, and Institutional Districts¹

Duration of Activity	Daytime (7:00 a.m. to 10:00 p.m.)	Nighttime (10:00 p.m. to 7:00 a.m.)
More than 30 minutes in an hour, dBA (dBA L ₅₀)	55	50
More than 15 minutes and less than 30 minutes, dBA (dBA L ₂₅)	60	55
More than 5 minutes and less than 15 minutes, dBA (dBA L ₈)	65	60
More than 1 minutes and less than 5 minutes, dBA (dBA L ₂)	70	65
Up to 1 minute or Maximum Level, dBA L _{max}	75	70

Source: City of Stanton, 2019.

¹ Each of the noise levels provided in this table shall be reduced by five (5) dBA for impacts of simple tone noises or noise consisting of speech or music

dBA = A-weighted decibels

L_{xx} = Average noise level over XX% of an hour

Table E: Interior Noise Standards for Residential Uses¹

Duration of Activity	Daytime (7:00 a.m. to 10:00 p.m.)	Nighttime (10:00 p.m. to 7:00 a.m.)
More than 5 minutes in an hour, dBA (dBA L ₈)	55	45
More than 1 minutes and less than 5 minutes, dBA (dBA L ₂)	60	50
Up to 1 minute or Maximum Level, dBA L _{max}	65	55

Source: City of Stanton, 2019.

¹ Each of the noise levels provided in this table shall be reduced by five (5) dBA for impacts of simple tone noises or noise consisting of speech or music

dBA = A-weighted decibels

L_{xx} = Average noise level over XX% of an hour

Section 9-28.070 (E), Special Provisions, specifies that construction activities which occur between the hours of 7:00 a.m. and 8:00 p.m., Monday through Saturday, shall be exempted from these provisions. No construction shall be permitted outside of these hours or on Sundays and federal holidays.

Federal Transit Administration

Because the City does not have construction noise level limits, construction noise was assessed using criteria from the FTA Manual. The FTA's General Assessment Construction Noise Criteria, based on the composite noise levels of the two noisiest pieces of equipment during construction, is 90 dBA L_{eq} for residential uses.

APPLICABLE VIBRATION STANDARDS

The following information provides standards to which potential vibration impacts will be compared to such that exceedances, where appropriate, will be identified and mitigation will be recommended.

City of Stanton Municipal Code

Section 20.300.100 specifies that existing and proposed uses shall not generate vibrations that can or may be considered a nuisance or hazard on any adjacent property or shall be cushioned or isolated to prevent generation of vibrations.

Federal Transit Administration

The City's Municipal Code does not include standard criteria for assessing vibration impacts; therefore, for the purpose of determining the significance of vibration impacts experienced at sensitive uses surrounding the project, the guidelines within the FTA Manual are used to determine vibration impacts.

Ground-borne vibration criteria included in the FTA Manual for human annoyance are shown in Table F. The criteria account for variation in project types as well as the frequency of events, which differ widely among projects. It is logical that when there will be fewer events per day, it should take higher vibration levels to evoke the same community response. This is accounted for in the criteria by distinguishing between projects with frequent and infrequent events, in which the term "frequent events" is defined as more than 70 events per day.

The criteria for environmental impact from ground-borne vibration and noise are based on the maximum levels for a single event. Table G lists the potential vibration building damage criteria associated with construction activities, as suggested in the FTA Manual.

FTA guidelines show that a vibration level of up to 0.20 in/sec in PPV (equivalent to 94 VdB) (FTA 2018) is considered safe for non-engineered timber and masonry buildings, and would not result in structural damage due to vibration. Therefore, in order to be conservative, the 0.20 PPV threshold will be used for the nearest structures within the high density residential structures located to the north of the project site.

Table F: Ground-Borne Vibration Impact Criteria for General Assessment

Land Use Category	Ground-Borne Vibration Impact Levels (VdB re 1 μ in/sec)		
	Frequent Events ¹	Occasional Events ²	Infrequent Events ³
Category 1: Buildings where vibration would interfere with interior operations.	65 VdB ⁴	65 VdB ⁴	65 VdB ⁴
Category 2: Residences and buildings where people normally sleep.	72 VdB	75 VdB	80 VdB
Category 3: Institutional land uses with primarily daytime use.	75 VdB	78 VdB	83 VdB

Source: *Transit Noise and Vibration Impact Assessment Manual* (FTA 2018).

- ¹ Frequent events are defined as more than 70 vibration events of the same source per day. Most rapid transit projects fall into this category.
- ² Occasional events are defined as between 30 and 70 vibration events of the same source per day. Most commuter trunk lines have this many operations.
- ³ Infrequent events are defined as fewer than 30 vibration events of the same kind per day. This category includes most commuter rail branch lines.
- ⁴ This criterion limit is based on levels that are acceptable for most moderately sensitive equipment, such as optical microscopes. Vibration-sensitive manufacturing or research will require detailed evaluation to define the acceptable vibration levels. Ensuring lower vibration levels in a building often requires special design of the HVAC systems and stiffened floors.

μ in/sec = micro-inches per second

μ Pa = micro-Pascals

dB = decibels

dBA = A-weighted decibels

FTA = Federal Transit Administration

HVAC = heating, ventilation, and air-conditioning

N/A = not applicable

VdB = vibration velocity decibels

Table G: Construction Vibration Damage Criteria

Building Category	PPV (in/sec)
Reinforced concrete, steel, or timber (no plaster)	0.50
Engineered concrete and masonry (no plaster)	0.30
Non-engineered timber and masonry buildings	0.20
Buildings extremely susceptible to vibration damage	0.12

Source: *Transit Noise and Vibration Impact Assessment Manual* (FTA 2018).

- ¹ RMS vibration velocity in decibels (VdB) re 1 μ in/sec.

μ in/sec = inches per second

FTA = Federal Transit Administration

in/sec = inches per second

L_v = velocity in decibels

PPV = peak particle velocity

RMS = root-mean-square

VdB = vibration velocity decibels

OVERVIEW OF THE EXISTING NOISE ENVIRONMENT

The primary existing noise sources in the project area are transportation facilities, including Western Avenue and Katella Avenue. Train related activities associated with the Union Pacific Railway Corridor, located 840 feet to the east of the project site also contributes to the existing noise environment in the project vicinity. In addition, operational noise from the adjacent commercial use that is adjacent to the project site is audible.

In order to assess the existing noise conditions in the area, noise measurements were conducted at the project site. Two long-term 24-hour measurements were taken from February 10, 2021, to

February 11, 2021. The location of the noise measurements are shown on Figure 3 and the results are summarized in Table H. Noise measurement data information is provided in Appendix A.

Table H: Existing Noise Level Measurements

Location Number	Location Description	Daytime Noise Levels ¹ (dBA L _{eq})	Evening Noise Levels ² (dBA L _{eq})	Nighttime Noise Levels ³ (dBA L _{eq})	Average Daily Noise Levels (dBA CNEL)
LT-1	Located on tree in front of 7421 Katella Avenue, west of the project site, approximately 16 feet from the outer edge of Katella Avenue	70.9-73.6	67.8-69.1	58.7-70.2	73.4
LT-2	Located on utility pole at Western Meadows Condos, NE corner of project site, approximately 17 feet from the outer edge of Western Avenue	69.8-73.7	68-70.4	62-70.7	74.9

Source: Compiled by LSA Associates, Inc. (February 2021).

¹ Daytime Noise Levels = noise levels during the hours of 7:00 a.m. to 7:00 p.m.

² Evening Noise Levels = noise levels during the hours of 7:00 p.m. to 10:00 p.m.

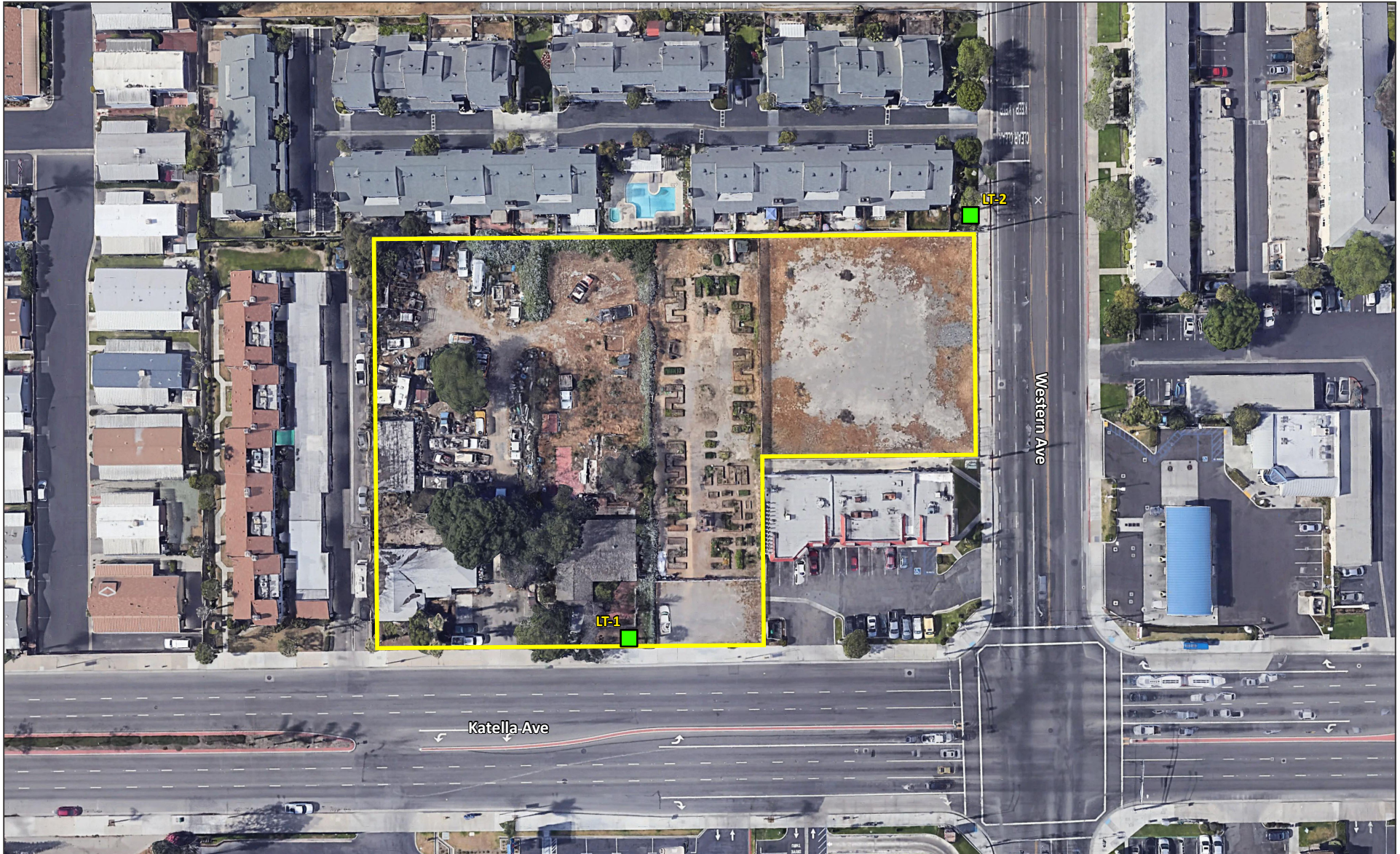
³ Nighttime Noise Levels = noise levels during the hours of 10:00 p.m. to 7:00 a.m.

⁴ Hourly noise levels were calculated based on a 15-minute short-term measurement and then adjusting it to the pattern of the nearest long-term measurement.

dBA = A-weighted decibels

ft = feet

L_{eq} = equivalent continuous sound level



LSA

- LEGEND
- Project Site Boundary
 - LT-1 - Long-term Noise Monitoring Location

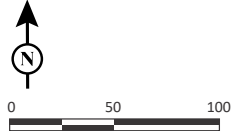


FIGURE 3

Katella Assemblage Infill Residential Project
 Noise Monitoring Locations

Aircraft Noise

Based on a review of the Noise Contour Maps for the Los Alamitos Army Airfield (LAAAF) as part of the Los Alamitos Joint Forces Training Base (JFTB) (Orange County ALUC 2016), the 65 dBA CNEL noise contour is located approximately 1.7 miles west of the project site. While aircraft operations may contribute to audible noise in the project area, the project site is not in a flight pattern area (i.e., takeoff or landing) and is not expected to experience noise levels in excess of the City's exterior standards.

PROJECT IMPACT ANALYSIS

The project would result in short-term construction noise and vibration impacts and long-term mobile source noise and vibration impacts as described below.

Short-Term Construction-Related Impacts

Project construction would result in short-term noise and vibration impacts on adjacent land uses. Maximum construction impacts would be short-term, generally intermittent depending on the construction phase, and variable depending on receiver distance from the active construction zone. The duration of impacts generally would be from one day to several days depending on the phase of construction. The level and types of impacts that would occur during construction are described below.

Construction Noise Impacts

Two types of short-term noise impacts would occur during project construction, including: 1) equipment delivery and construction worker commutes; and 2) project construction operations.

The first type of short-term construction noise would result from transport of construction equipment and materials to the project site and construction worker commutes. These transportation activities would incrementally raise noise levels on access roads leading to the site. It is expected that larger trucks used in equipment delivery would generate higher noise impacts than trucks associated with worker commutes. The single-event noise from equipment trucks passing at a distance of 50 feet from a sensitive noise receptor would reach a maximum level of 84 dBA L_{max} . However, the pieces of heavy equipment for grading and construction activities would be moved on site just one time and would remain on site for the duration of each construction phase. This one-time trip, when heavy construction equipment is moved on and off site, would not add to the daily traffic noise in the project vicinity. The total number of daily vehicle trips would be minimal when compared to existing traffic volumes on the affected streets, and the long-term noise level change associated with these trips would not be perceptible. Therefore, equipment transport noise and construction-related worker commute impacts would be short term and would not result in a significant off-site noise impact.

The second type of short-term noise impact is related to noise generated during site preparation, grading, building construction, architectural coating, and paving on the project site. Construction is undertaken in discrete steps, each of which has its own mix of equipment, and consequently its own noise characteristics. These various sequential phases would change the character of the noise generated on the project site. Therefore, the noise levels vary as construction progresses. Despite

the variety in the type and size of construction equipment, similarities in the dominant noise sources and patterns of operation allow construction-related noise ranges to be categorized by work phase. Table I lists the maximum noise levels recommended for noise impact assessments for typical construction equipment based on a distance of 50 feet between the equipment and a noise receptor. Typical operating cycles for these types of construction equipment may involve 1 to 2 minutes of full power operation followed by 3 to 4 minutes at lower power settings.

Table I: Typical Construction Equipment Noise Levels

Equipment Description	Acoustical Usage Factor (%)	Maximum Noise Level (L_{max}) at 50 Feet ¹
Backhoes	40	80
Compactor (ground)	20	80
Compressor	40	80
Cranes	16	85
Dozers	40	85
Dump Trucks	40	84
Excavators	40	85
Flat Bed Trucks	40	84
Forklift	20	85
Front-end Loaders	40	80
Graders	40	85
Jackhammers	20	85
Pick-up Truck	40	55
Pneumatic Tools	50	85
Pumps	50	77
Rock Drills	20	85
Rollers	20	85
Scrapers	40	85
Tractors	40	84
Welder	40	73

Source: Roadway Construction Noise Model (FHWA 2006).

Note: Noise levels reported in this table are rounded to the nearest whole number.

¹ Maximum noise levels were developed based on Spec 721.560 from the Central Artery/Tunnel (CA/T) program to be consistent with the City of Boston's Noise Code for the "Big Dig" project.

L_{max} = maximum instantaneous sound level

In addition to the reference maximum noise level, the usage factor provided in Table I is utilized to calculate the hourly noise level impact for each piece of equipment based on the following equation:

$$L_{eq}(equip) = E.L. + 10 \log(U.F.) - 20 \log\left(\frac{D}{50}\right)$$

where: $L_{eq}(equip)$ = L_{eq} at a receiver resulting from the operation of a single piece of equipment over a specified time period

- E.L. = noise emission level of the particular piece of equipment at a reference distance of 50 ft
- U.F. = usage factor that accounts for the fraction of time that the equipment is in use over the specified period of time
- D = distance from the receiver to the piece of equipment

Each piece of construction equipment operates as an individual point source. Utilizing the following equation, a composite noise level can be calculated when multiple sources of noise operate simultaneously:

$$Leq (composite) = 10 * \log_{10} \left(\sum_{1}^n 10^{\frac{Ln}{10}} \right)$$

Utilizing the equations from the methodology above and the reference information in Table I, the composite noise level of the two loudest pieces of equipment expected to be used at the project site, typically the grader and tractor, during construction, would be 81 dBA L_{eq} at a distance of 50 feet from the construction area.

Although the project construction noise would be higher than the ambient noise in the project vicinity, it would cease to occur once the project construction is completed. Moreover, Section 9.28.070(E) of the Stanton Municipal Code exempts construction activities from noise standards so long as construction activities do not take place between the hours of 8:00 p.m. and 7:00 a.m. on weekdays, including Saturday, or at any time on Sunday or a federal holiday. Furthermore, the expected construction noise levels generated during construction would be less than the FTA's construction noise standard for residential uses of 90 dBA L_{eq} .

Construction Vibration Impacts

This construction vibration impact analysis discusses the level of human annoyance using vibration levels in VdB and will assess the potential for building damages using vibration levels in PPV (in/sec) because vibration levels calculated in RMS are best for characterizing human response to building vibration while vibration level in PPV is best used to characterize potential for damage.

Table J shows the PPV and VdB values at 25 feet from the construction vibration source. The greatest levels of vibration are anticipated to occur during the site preparation phase and would utilize heavy equipment such as a large bulldozer. As shown in Table J, bulldozers and other heavy-tracked construction equipment (vibratory rollers) generate approximately 87 VdB or 0.089 PPV in/sec of ground-borne vibration when measured at 25 feet, based on the FTA Manual. After the site preparation phase, all other construction phases will result in lower vibration levels because heavy tracked equipment will not be in use.

The formula for vibration transmission is provided below.

$$L_{vdB}(D) = L_{vdB}(25 \text{ ft}) - 30 \log(D/25)$$

$$PPV_{\text{equip}} = PPV_{\text{ref}} \times (25/D)^{1.5}$$

Table J: Vibration Source Amplitudes for Construction Equipment

Equipment	Reference PPV/L _v at 25 ft.	
	PPV (in/sec)	L _v (VdB) ¹
Vibratory Roller	0.210	94
Large Bulldozer²	0.089	87
Loaded Trucks	0.076	86
Jackhammer	0.035	79
Small Bulldozer	0.003	58

Sources: *Transit Noise and Vibration Impact Assessment* (FTA 2006).

¹ RMS vibration velocity in decibels (VdB) is 1 μin/sec.

² Equipment shown in **bold** is expected to be used on site.

μin/sec = micro-inches per second

ft = feet

FTA = Federal Transit Administration

in/sec = inches per second

L_v = velocity in decibels

PPV = peak particle velocity

RMS = root-mean-square

VdB = vibration velocity decibels

Construction Vibration Building Damage Potential

The distance to the surrounding uses for vibration damage potential is measured between the nearest off-site buildings and the project boundary. As shown in Table G, the FTA guidelines indicate that a vibration level up to 0.2 in/sec in PPV is considered safe for buildings that are non-engineered timber and masonry buildings.

The closest structures to the project site are the high density residential uses to the north approximately 15 feet from construction activity. Utilizing the information in Table J, the operation of heavy construction equipment such as a large bulldozer would generate ground-borne vibration levels at the nearest structures to the north of up to 0.156 PPV (in/sec) when adjusted for distance; however, those levels would not exceed the 0.20 PPV guideline that is considered safe for non-engineered timber and masonry building. Therefore, construction would not result in any vibration damage and impacts would be less than significant.

Construction Vibration Human Annoyance Potential As stated above, project construction has the potential to cause annoyance at the surrounding receptors due to vibrations caused by heavy equipment. Based on an average condition, heavy equipment would operate at a distance of 125 feet from the center of the project site to the nearest receptor to the north. Adjusting the reference levels at this distance, the high-density residential uses may experience vibration levels approaching 67 VdB with the use of heavier construction equipment.

Based on the standards provided in Table F, this level of ground-borne vibration is below the threshold for frequent events, which is approximately 72 VdB at residential uses, and therefore, would not exceed the FTA vibration threshold for human annoyance at the nearest sensitive use. It

should also be noted that construction would not occur during the more sensitive nighttime hours when people are typically asleep.

Long-Term Off-Site Traffic Noise Impacts

Based on data from the *Traffic Analysis for the Katella Assemblage Infill Residential Project* (LSA 2021) (Traffic Memorandum), the proposed project is estimated to generate a net average daily traffic (ADT) volume of 187. Utilizing count information in the Traffic Memorandum, the approximate existing ADT volumes on Katella Avenue and Western Avenue are 17,800 and 23,480, respectively. It takes a doubling of traffic to increase traffic noise levels by 3 dBA per the following equation that was used to determine potential traffic noise increases:

$$\text{Change in CNEL} = 10 \log_{10} [V_{e+pt}/V_{existing}]$$

where: $V_{existing}$ = the existing daily volume
 V_{e+pt} = existing daily volumes plus project trips
 Change in CNEL = the increase in noise level due to project trips

The project-related traffic would increase traffic noise along Katella Avenue and Western Avenue by up to 0.05 dBA. This noise level increase would not be perceptible to the human ear in an outdoor environment. Therefore, traffic noise impacts from project-related traffic on off-site sensitive receptors would be less than significant, and no mitigation measures are required.

Land Use Compatibility Analysis

The proposed project is considered an infill project and is located in an area in which all surrounding parcels are currently in use. For this reason, this analysis relies on the existing measured noise levels to provide the most accurate description of the noise environment.

Based on monitoring results shown in Table H adjusted for distance, noise levels at the future residential units along Katella Avenue would approach 71.5 dBA CNEL and noise levels at the units along Western Avenue would approach 73.7 dBA CNEL. While this noise level falls within the normally unacceptable category of the City's land use compatibility matrix for outdoor uses, with the incorporation of the 6-foot high vinyl fences as indicated on the project plans, along with the shielding from the buildings once constructed, the private exterior areas would be below the exterior noise standard of 65 dBA CNEL.

Based on the EPA's *Protective Noise Levels* (EPA 1978), with windows and doors open, interior noise levels would be 61.7 dBA (i.e., 73.7 dBA - 12 dBA = 61.7 dBA). Using the architectural plans for the proposed project (Rick Engineering 2020) which indicate that air conditioning would be installed allowing a windows-closed condition, LSA conducted interior noise calculations for the master bedrooms of Units 13 and 14 which face Western Avenue and Units 29-36 which face Katella Avenue. It is assumed that the exterior walls are of typical stucco construction. The results of the analysis show a 29.8 dBA exterior-to-interior noise reduction. These calculations (shown in Appendix B) assume a wall rating of Sound Transmission Class (STC) 46 (Harris 1997) along with a window rating of STC-28 (Milgard 2008). With windows closed, interior noise levels at the master bedroom of the units along Western Avenue and Katella Avenue would be 43.7 dBA (i.e., 73.7 dBA - 29.8

dba = 43.9 dba), which is below the 45 dba CNEL interior noise standard with windows closed for noise-sensitive land uses. Therefore, with standard building construction, central air conditioning that would allow windows to remain closed, and windows with a minimum STC rating of 28 or higher, the interior noise levels would be considered acceptable.

Long-Term Ground-Borne Noise and Vibration from Vehicular Traffic

Because the rubber tires and suspension systems of buses and other on-road vehicles provide vibration isolation and reduce noise, it is unusual for on-road vehicles to cause ground-borne noise or vibration problems. When on-road vehicles cause such effects as the rattling of windows, the source is almost always airborne noise. Most problems with on-road vehicle-related noise and vibration can be directly related to a pothole, bump, expansion joint, or other discontinuity in the road surface. Smoothing the bump or filling the pothole will usually solve the problem. The proposed project is located next to roads with smooth pavement. Therefore, vehicular traffic adjacent to the project site would not result in significant ground-borne noise or vibration impacts from vehicular traffic. Lastly, based on screening distances within the FTA Manual, due to a distance of 840 feet to the east of the project site, it is expected that there would be no discernable vibration effects from train operations.

LONG-TERM CUMULATIVE TRAFFIC NOISE IMPACTS

According to the EPA, cumulative noise impacts represent the combined and incremental effects of human activities that accumulate over time. Although the incremental impacts may be insignificant by themselves, the combined effect may result in a significant impact. Conversely, although there may be a significant noise increase due to the proposed project in combination with other related projects (combined effects), it must also be demonstrated that the project has an incremental effect. In other words, a significant portion of the noise increase must be due to the proposed project.

Cumulative noise impacts would occur primarily as a result of increased traffic on local roadways due to operation of the project and other nearby similar projects, in this case, the KB Home Lighthouse Residential Project. A project's contribution to a cumulative traffic noise increase could be considered significant when the combined effect exceeds the perception level (i.e., auditory level increase) threshold. The combined effect compares the Future Year With Project condition to Existing conditions. This comparison accounts for the traffic noise increase generated by a project combined with the traffic noise increase generated by projects in the area. The incremental effect compares the Future Year With Project condition to the Future Year Without Project condition. The following combined effect and incremental effect criteria have been used to evaluate the overall effect of the cumulative noise increase.

- **Combined Effect.** The Future Year With Project noise level would cause a significant cumulative impact if a 3 dB increase over Existing conditions would occur and the resulting noise level exceeds the applicable exterior standard at a sensitive use. Although there may be a significant noise increase due to the proposed project in combination with other related projects (combined effects), it must also be demonstrated that the project has an incremental effect. In other words, a significant portion of the noise increase must be due to the proposed project.
- **Incremental Effects.** The Future Year With Project noise level causes a 1 dBA increase in noise over the Future Year No Project noise level.

A significant impact would result only if both the combined and incremental effect criteria have been exceeded at a single roadway segment, because such an occurrence would indicate that there is a significant noise increase due to the proposed project in combination with other related projects and a significant portion of the noise increase is due to the proposed project. Noise, by definition, is a localized phenomenon and reduces as distance from the source increases. Consequently, only the proposed project and growth due to take place in the project site's nearby vicinity, the KB Home Lighthouse Residential Project, would contribute to cumulative noise impacts. Table K lists the traffic noise effects along roadway segments in the project vicinity for existing and future traffic noise levels without and with the proposed project, including incremental and net cumulative impacts. The results of the analysis show that neither the combined effect nor incremental effect threshold for each segment is exceeded; therefore, there are no significant cumulative noise impacts related to long-term cumulative off-site traffic noise.

Table K: Cumulative Traffic Noise Scenario

Roadway Segment	Traffic Volumes (ADT)			Combined Effects ² (dBA CNEL)	Incremental Effects ³ (dBA CNEL)	Cumulatively Significant Impact?
	Existing	Future Year Cumulative No Project ¹	Future Year Plus Project			
Western Avenue north of Katella Avenue	17,880	17,990	18,050	< 0.1	< 0.1	No
Western Avenue south of Katella Avenue	17,980	17,990	18,020	< 0.1	< 0.1	No
Katella Avenue west of Western Avenue	23,480	23,520	23,610	< 0.1	< 0.1	No
Katella Avenue east of Western Avenue	22,940	23,000	23,060	< 0.1	< 0.1	No

Source: Compiled by LSA (2021).

¹ Traffic volumes include trips generated by the nearby KB Home Lighthouse Residential Project without the proposed project.

² Difference in CNEL between Existing and General Plan Buildout With Project.

³ Difference in CNEL between General Plan Buildout Without Project and General Plan Buildout With Project.

ADT = average daily trips

CNEL = Community Noise Equivalent Level

dBA = A-weighted decibels

SUMMARY OF RECOMMENDATIONS

Based on the analysis above, the proposed project would be in compliance with the City of Stanton Noise Standards with the implementation of the project features identified in the project site plan. The Project Applicant should verify that final design plans reflect the following design features:

- The project will comply with the City's required hours of construction of 7:00 a.m. and 8:00 p.m., Monday through Saturday. No construction shall be permitted outside of these hours or on Sundays and federal holidays.
- The proposed project includes installation of central air conditioning which allows windows to remain closed.
- The proposed project includes standard windows with a minimum STC rating of 28 at the units facing Western Avenue and Katella Avenue: Units 13, 14, and 29 through 36.

REFERENCES

- City of Stanton. 2008. City of Stanton General Plan, Community Health and Safety Element. September.
- . 2019. Municipal Code, Noise Ordinance.
- Federal Transit Administration (FTA). 2018. Office of Planning and Environment. *Transit Noise and Vibration Impact Assessment Manual*. FTA Report No.0123. September.
- Harris, Cyril M., editor. 1991. *Handbook of Acoustical Measurements and Noise Control*, Third Edition.
- Harris, David A. 1997. *Noise Control Manual for Residential Buildings*. July.
- LSA. 2021. *Traffic Analysis for the Katella Assemblage Infill Residential Project*. February.
- Orange County ALUC. 2016. *Airport Environs Land Use Plan for Joint Forces Training Base Los Alamitos*.
- United States Environmental Protection Agency (EPA). 1978. *Protective Noise Levels, Condensed Version of EPA Levels Document, EPA 550/9-79-100*. November.

APPENDIX A

NOISE MEASUREMENT DATA

Noise Measurement Survey – 24 HR

Project Number: KBH2001

Project Name: Katella Assemblage

Test Personnel: Corey Knips

Equipment: Larson Davis Spark 706RC

Site Number: LT-1 Date: 2/9/21

Time: From 10:00 AM To 10:00 AM

Site Location: On tree in front of 7421 Katella Avenue, just west of the project site, and approximately 16 feet from the Katella Avenue outside lane's edge of pavement.

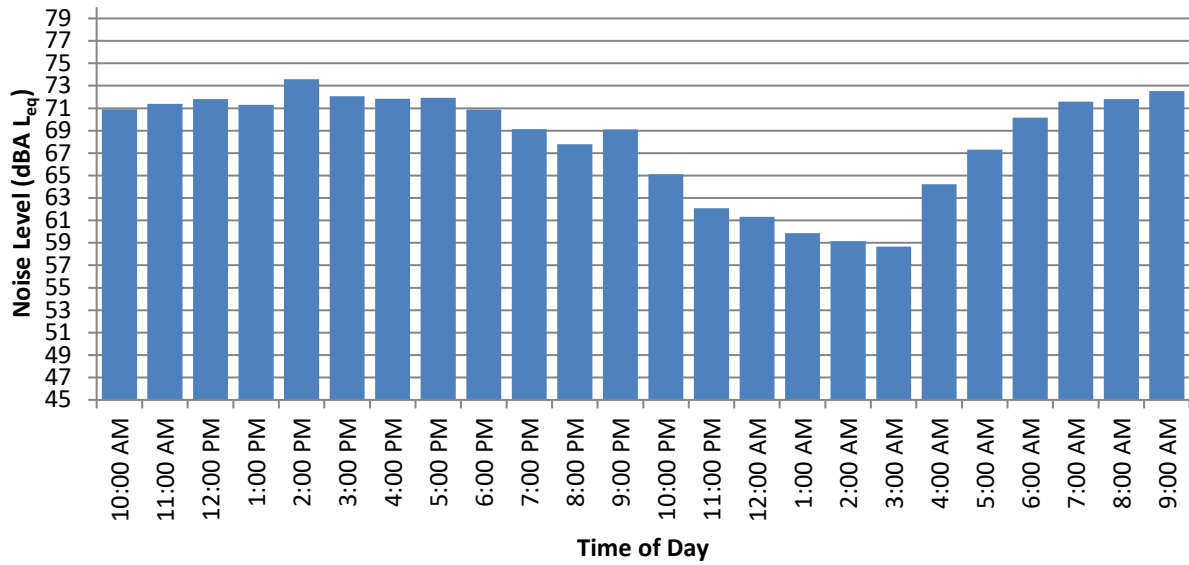
Primary Noise Sources: Traffic on Katella Avenue and train horns can be heard from the tracks to the east.

Location Photo:



Long-Term (24 Hour) Noise Level Measurement

LT-1: 7421 Katella Avenue, east edge of project site



Noise Measurement Survey – 24 HR

Project Number: KBH2001

Project Name: Katella Assemblage

Test Personnel: Corey Knips

Equipment: Larson Davis Spark 706RC

Site Number: LT-2 Date: 2/9/21

Time: From 10:00 AM To 10:00 AM

Site Location: On utility pole at Western Meadows Condos, NE corner of project site, and approximately 17 feet from the Western Avenue outside lane's edge of pavement.

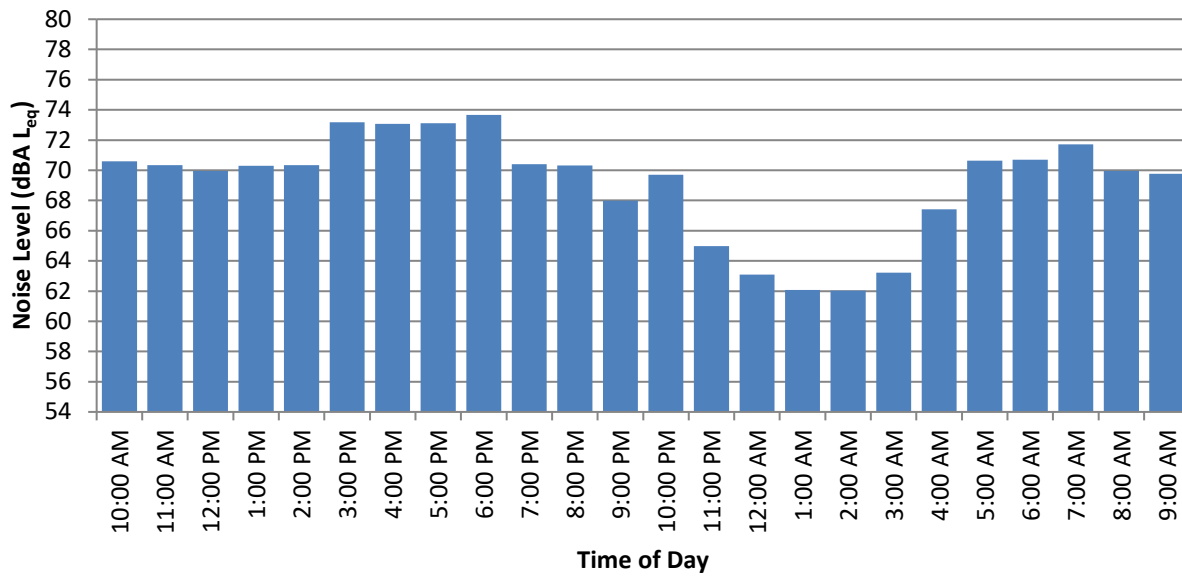
Primary Noise Sources: Traffic on Katella Avenue and train horns can be heard from the tracks to the east.

Location Photo:



Long-Term (24 Hour) Noise Level Measurement

LT-2: Western Meadows Condos, NE corner of project site



APPENDIX B

SAMPLE INTERIOR NOISE CALCULATION

INTERIOR NOISE REDUCTIONS

Project Name: Stanton Lighthouse Infill

Job Number: KBH1901

Floor Plan: C

Analyst: J.T. Stephens

Room: Master Bedroom

(1) Transmission Loss Calculations (Exterior Wall)

Exterior Wall Assembly	Source	Wall Area	STC	Transmission Loss (dB) by Frequency (Hz)						Fractional Area S/(10^(TL/10))						dB
				125	250	500	1000	2000	4000	125	250	500	1000	2000	4000	
Stucco	David Harris p. 371	82.8	46	27	42	44	46	49	54	0.1651	0.0052	0.0033	0.0021	0.0010	0.0003	
Windows/Doors	Milgard	50.0	28	19	20	22	32	37	38	0.6295	0.5000	0.3155	0.0315	0.0100	0.0079	
		0.0	0	0	0	0	0	0	0	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	
		0.0	0	0	0	0	0	0	0	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	
		0.0	0	0	0	0	0	0	0	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	
		0.0	0	0	0	0	0	0	0	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	
Totals		132.75								0.0060	0.0038	0.0024	0.0003	0.0001	0.0001	
Composite Exterior Wall Sound Transmission Loss 10*LOG(1/t)										22.23	24.20	26.20	35.96	40.81	42.06	37.39

(2) Room Effects (Absorption)

Room Surface/ Material	Source	Area	NRC	Absorption Coefficients by Frequency (Hz)						Absorption (Sabins)						
				125	250	500	1000	2000	4000	125	250	500	1000	2000	4000	
Floor - Carpet	David Harris p. 347	177.0	0.30	0.15	0.17	0.12	0.32	0.52	0.30	26.55	30.09	21.24	56.64	92.04	53.10	
Floor - Vinyl	David Harris p. 347	0.0	0.05	0.02	0.03	0.05	0.03	0.03	0.02	0.00	0.00	0.00	0.00	0.00	0.00	
Ceiling - Drywall	David Harris p. 348	177.0	0.50	0.10	0.08	0.05	0.03	0.03	0.03	17.70	14.16	8.85	5.31	5.31	5.31	
Walls - Drywall	David Harris p. 348	481.5	0.50	0.10	0.08	0.05	0.03	0.03	0.03	48.15	38.52	24.08	14.45	14.45	14.45	
Totals		835.5								92.4	82.77	54.165	76.395	111.795	72.855	104.07
Room Effect	10*log (Room Absorption in Sabins)/(Exterior Wall Area)									-1.57	-2.05	-3.89	-2.40	-0.75	-2.61	-1.06

(3) Adjustment Factor

Sound Source Adjustment Factor	-6.00	-6.00	-6.00	-6.00	-6.00	-6.00	-6.00
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(4) Calculated Interior Noise Reduction (dBA)

	125	250	500	1000	2000	4000	dBA
(Transmission Loss + Room Effects + Adjustment Factor)	14.66	16.14	16.30	27.56	34.06	33.46	
Octave Band Frequency Correction Factors for A-Weighted Sound Levels	16.10	8.60	3.20	0.00	-1.20	-1.00	
A-Weighted Sound Levels	30.76	24.74	19.50	27.56	32.86	32.46	
Noise Reduction (dBA)	30.63	24.62	19.38	27.44	32.74	32.33	30

ATTACHMENT E

AIR QUALITY AND GREENHOUSE GAS TECHNICAL MEMORANDUM (LSA, JUNE 2021)

MEMORANDUM

DATE: June 9, 2021

TO: Kurt Bausback, Director, Planning and Entitlements, KB Homes

FROM: Amy Fischer, Principal
Cara Carlucci, Senior Planner

SUBJECT: Air Quality and Greenhouse Gas Technical Memorandum for Katella Assemblage Project in Stanton (LSA Project No. KBH2001)

INTRODUCTION

This Air Quality and Greenhouse Gas Technical Memorandum for the Katella Assemblage Project (proposed Project) in the City of Stanton, California has been prepared using the methods and assumptions recommended in the South Coast Air Quality Management District (SCAQMD's) *Air Quality Analysis Guidance Handbook* (1993). This analysis includes a description of the proposed Project, methods used in the analysis, an assessment of project construction and operation-period emissions, and an assessment of greenhouse gas (GHG) emissions.

PROJECT DESCRIPTION

The proposed Project would involve the demolition of two existing residential structures and construction of 36 multifamily detached condominiums on a 2.555-acre site. According to the conceptual site plan, the proposed Project would include 18 three-bedroom dwelling units and 18 four-bedroom dwelling units. Each unit would be constructed with a two-car garage. The proposed Project would also provide 23 guest parking spaces for a total of 95 spaces. In addition to the 95 parking spaces, there will be an additional 18 tandem parking spaces provided (each garage within the three-bedroom units will feature this tandem space).

The proposed Project site is a series of parcels located northwest of the intersection of Katella and Western Avenues. The Project site includes Assessor's Parcel Numbers (APNs) 079-371-09, 12, 13, 15, 26, 27, and 31, which wrap around the existing strip mall (APN 079-371-32) at the above-referenced corner. The Project site consists of vacant lots and two single-family homes. The Project site is bounded to the north by multifamily residences with Syracuse Avenue beyond, to the south by Katella Avenue and the commercial strip mall, to the west by multifamily townhomes, and to the east by Western Avenue. Stanton Central Park is located approximately a quarter mile north of the property and provides a range of amenities.

The proposed Project is zoned High Density Residential (RH), which is consistent with the High Density Residential Land Use Designation for the parcel in the City of Stanton's General Plan.

Construction would occur for approximately 22 months and would include demolition of approximately 10,000 square feet of existing structures, vegetation removal, excavation, grading, placement of new concrete foundations, building construction, and the installation of landscaping and irrigation, lighting, storm drain facilities, and underground utilities. Approximately 3,000 cubic yards (cy) of fill is anticipated to be imported to elevate the Project site during grading. It is assumed that construction would utilize standard construction equipment and techniques, and no specialized construction equipment is necessary to construct the proposed Project.

METHODS

The air quality and greenhouse gas evaluation was prepared in accordance with the requirements of California Environmental Quality Act (CEQA) to determine if significant air quality impacts are likely to occur in conjunction with implementation of the proposed Project. The analysis also makes use of the California Air Resources Board (CARB)-approved CalEEMod (version 2016.3.2) for determination of daily and annual construction emissions.

The details of the proposed 22-month Project schedule and list of construction equipment capable of completing the anticipated Project construction have been estimated by using the default data utilized in the CalEEMod and are provided in Attachment A. Construction activities produce combustion emissions from various sources such as site preparation, grading, building construction, and motor vehicles transporting the construction crew and equipment. Exhaust emissions from construction activities would vary daily as construction activity levels change. The use of construction equipment would be limited to a 2.555-acre Project area and could result in localized exhaust emissions.

Operational air pollutant emission impacts are those associated with stationary sources and mobile sources involving any project-related changes. The proposed Project would result in area, energy, and mobile-source emissions. Area sources include architectural coatings, consumer products, and landscaping. Energy sources include electricity consumption only. There is no natural gas consumption for this project. The average daily trips (ADTs) for the proposed Project were generated using trip rates from the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 10th Edition (2017) and, with 36 multifamily residences, would generate 196 ADTs, a net increase of 187 trips compared to the existing single-family residences.

AIR QUALITY ANALYSIS

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Consistency with the Clean Air Plan

The Project site is within the South Coast Air Basin (Basin), which includes (among other areas) the City of Stanton. The South Coast Air Quality Management District (SCAQMD) is the local agency responsible for the administration and enforcement of air quality regulations in the Basin. The applicable air quality plan for the Project area is the 2016 *Air Quality Management Plan* (2016 AQMP) adopted in March 2017 and designed to satisfy the planning requirements of both the Federal and State Clean Air Acts. The main purpose of the 2016 AQMP is to describe air pollution

control strategies to be taken by a city, county, or region classified as a nonattainment area. A nonattainment area is considered to have worse air quality than the National Ambient Air Quality Standards (NAAQS) and/or the California Ambient Air Quality Standards (CAAQS), as defined in the Federal Clean Air Act. The Basin is in nonattainment for the federal and State standards for ozone (O₃) and particulate matter less than 2.5 microns in diameter (PM_{2.5}). In addition, the Basin is in nonattainment for the State standard for particulate matter less than 10 microns in diameter (PM₁₀) and in attainment/maintenance for the federal PM₁₀, carbon monoxide (CO), and nitrogen dioxide (NO₂) standards.

The Southern California Association of Governments (SCAG) addresses regional issues relating to transportation, economy, community development, and environment in the Counties of Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura. With regard to air quality planning, SCAG has prepared the Road to Greater Mobility and Sustainable Growth, Chapter 5, of the 2016 Regional Transportation Plan/Sustainable Community Strategy (RTP/SCS) that forms the basis for the land use and transportation control portions of the 2016 AQMP. On September 3, 2020, SCAG's Regional Council voted to adopt the 2020–2045 RTP/SCS (Connect SoCal). Connect SoCal is built off the increasing need for crucial land use decisions and transportation improvements that would achieve the regional goals. Connect SoCal builds off of previous plans, including the 2016 RTP/SCS. These documents are used in the preparation of the air quality forecasts and consistency analysis included in the AQMP. The 2016 RTP/SCS, Connect SoCal, and AQMP are based, in part, on projections originating with county and city general plans.

Consistency with the 2016 AQMP for the Basin would be achieved if a project is consistent with the goals, objectives, and assumptions in the respective plan to achieve the federal and State air quality standards. Per the SCAQMD *CEQA Air Quality Handbook* (April 1993), there are two main indicators of a project's consistency with the applicable AQMP: (1) whether the project would increase the frequency or severity of existing air quality violations or cause or contribute to new violations, or delay timely attainment of air quality standards or the interim emission reductions specified in the 2016 AQMP; and (2) whether the project would exceed the 2016 AQMP's assumptions for 2030 or yearly increments based on the year of project buildout and phasing. For the proposed project to be consistent with the AQMP, the pollutants emitted from the project should not exceed the SCAQMD daily threshold or cause a significant impact on air quality. Additionally, if feasible mitigation measures are implemented and are shown to reduce the impact level from significant to less than significant, a project may be deemed consistent with the AQMP.

The proposed Project involves construction of 36 residential units. Based on the City's average household size of 3.50, the 36 proposed units would introduce up to 126 additional residents within the City. Although the proposed Project would generate additional population through its provision of a residential development, the Project's potential growth-inducing impacts would be considered less than significant since the 126 additional residents represents only a 0.3 percent increase from the City's current population of 38,377 persons.¹ In addition, the proposed project is consistent with

¹ California Department of Finance, E-5 Population and Housing Estimates for Cities, Counties, and the State, January 1, 2011- 2020, with 2010 Benchmark, May 2020. Website: <https://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-5/> (accessed February 2020).

the General Plan Land Use designation of High Density Residential and has therefore been identified for residential uses and included in SCAG's regional planning. In comparison to the General Plan buildout assumptions, the Project would increase the City's housing stock by 36 dwelling units a (0.5 percent increase) and population by 126 persons, which is within the SCAG 2045 population growth forecast of 44,200 persons (15 percent increase) by 2045.¹ Thus, the Project would be consistent with the types, intensity, and patterns of land use envisioned for the site vicinity in Connect SoCal. As these units would provide housing for the growing population in the AQMP, the proposed Project would be consistent with the General Plan designation for the site, and would not conflict with the 2016 AQMP. Furthermore, as discussed below, emissions generated by the proposed Project would be below emissions thresholds established in SCAQMD's *Air Quality Significance Thresholds* (March 2015) and would not be expected to result in significant air quality impacts. As the SCAQMD has incorporated these same projections into the 2016 AQMP, it can be concluded that the Project would be consistent with the projections. Therefore, the proposed Project would not conflict with or obstruct implementation of the AQMP. No impact would occur. No mitigation is required.

Criteria Pollutant Analysis

The Basin is in nonattainment for the federal and State standards for O₃ and PM_{2.5}. In addition, the Basin is in nonattainment for the State PM₁₀ standard and is in attainment/maintenance for the federal PM₁₀, CO, and NO₂ standards. Specific criteria for determining whether the potential air quality impacts of a project are significant are set forth in SCAQMD's *Air Quality Significance Thresholds* (March 2015). The criteria include emission thresholds, compliance with State and national air quality standards, and conformity with the existing State Implementation Plan (SIP) or consistency with the current AQMP. Table A presents a summary of the specific criteria established by the SCAQMD.

Table A: SCAQMD Significance Thresholds

Air Pollutant	Construction Phase	Operational Phase
VOCs	75 lbs/day	55 lbs/day
CO	550 lbs/day	550 lbs/day
NOx	100 lbs/day	55 lbs/day
SOx	150 lbs/day	150 lbs/day
PM ₁₀	150 lbs/day	150 lbs/day
PM _{2.5}	55 lbs/day	55 lbs/day

Source: South Coast Air Quality Management District. *Air Quality Significance Thresholds* (March 2015).

CO = carbon monoxide

lbs = pounds

NOx = nitrogen oxides

PM_{2.5} = particulate matter less than 2.5 microns in size

PM₁₀ = particulate matter less than 10 microns in size

ROCs = reactive organic compounds

SCAQMD = South Coast Air Quality Management District

SOx = sulfur oxides

Projects in the Basin with emissions that exceed any of the mass daily emission thresholds identified in Table A are considered significant by the SCAQMD.

¹ Southern California Association of Governments. Connect SoCal 2020-2045 Regional Transportation Plan/Sustainable Community Strategies Demographics & Growth Forecast Technical Report. Table 14 Jurisdiction-Level Growth Forecast. Website: https://scag.ca.gov/sites/main/files/file-attachments/0903fconnectsocial_demographics-and-growth-forecast.pdf?1606001579 (accessed February 2020).

Construction Emissions

Air quality impacts could occur during demolition and construction of the proposed Project due to soil disturbance and equipment exhaust. Major sources of emissions during demolition, grading, building construction and site work, building erection, paving and architectural coatings include (1) exhaust emissions from construction vehicles, (2) equipment and fugitive dust generated by vehicles and equipment traveling over exposed surfaces, and (3) soil disturbances from compacting and cement paving. The following summarizes construction emissions and associated impacts of the proposed Project.

Construction of the proposed Project would include the following tasks: demolition, site preparation, grading, concrete, building erection, building construction, and architectural coatings. The Project phasing would generally start with the demolition of the existing buildings on the project site, and continue with the construction of the proposed Project. It is anticipated that construction activities would take approximately 22 months. Peak daily emissions were analyzed using California Emission Estimator Model (CalEEMod version 2016.3.2). Project-specific information provided by the Project applicant was used where available, including building details, construction schedule, materials, and grading requirements. The conservative estimates of 10,000 square feet of demolished building materials and 3,000 cy of imported soil were assumed. The estimated total number of truck trips for entire construction duration is approximately 45 and 375 trips during demolition and grading activities, respectively. The following default equipment from CalEEMod was utilized in the analysis: industrial saws, dozers, loaders, graders, scrapers, excavators, trenchers, generator sets, welders, cement and mortar mixers, backhoes, cranes, forklifts, compressors, paving equipment, pavers, and rollers. Additionally, a trenching phase was added to the construction phases for installation of subterranean wet utilities throughout the Project site. The equipment assumptions including usage hours were based on the level gradient of the Project site, minimal on-site vegetation, and the overall acreage of the Project site. The application of paving and architectural coating is assumed to overlap with the building construction phase and is assumed to occur during the end of the anticipated construction year 2023 duration.

Fugitive dust emissions would be substantially reduced by compliance with SCAQMD Rules 402 and 403. Implementation of these rules, including measures such as on-site watering at least two times daily, was accounted for in the Project emission estimates.

Table B presents the peak daily construction emissions based on the CalEEMod emission estimates and shows that construction equipment/vehicle emissions during construction periods would not exceed any of the SCAQMD daily emissions thresholds. Therefore, no construction-related air quality impacts would occur.

Table B: Peak Daily Construction Emissions (lbs/day)

Peak Construction Emissions (Anticipated Construction Year)	VOC	NOx	CO	SO₂	PM₁₀ (total)	PM_{2.5} (total)
Site Preparation (2021)	1.6	18.3	11.1	<0.1	0.9	0.7
Demolition (2021)	2.1	20.9	15.2	<0.1	1.7	1.1
Grading (2021 and 2022)	1.9	22.6	10.6	<0.1	4.4	2.4
Trenching (2022)	0.8	6.9	8.4	<0.1	0.5	0.4
Building Construction (2022 and 2023)	2.0	15.1	15.5	<0.1	1.1	0.8
Paving (2023)	0.9	8.6	12.2	<0.1	0.6	0.4
Architectural Coating (2023)	2.4	1.3	2.0	<0.1	0.1	0.1
Highest Peak Daily Emissions	5.3	25.1	29.7	0.1	4.4	2.4
SCAQMD Threshold	75.0	100.0	550.0	150.0	150.0	55.0
Exceed Significance?	No	No	No	No	No	No

Source: Compiled by LSA (June 2021).

Notes:

¹ Column totals may not add up due to rounding.

² Application of paving and architectural coating is assumed to overlap with the building construction phase.

CO = carbon monoxide

lbs/day = pounds per day

NOx = nitrogen oxide

PM_{2.5} = particulate matter less than 2.5 microns in diameter

PM₁₀ = particulate matter less than 10 microns in diameter

SCAQMD = South Coast Air Quality Management District

SO₂ = sulfur dioxide

VOC = volatile organic compounds

Operational Emissions

Long-term air pollutant emission impacts are those impacts associated with any change in permanent use of the project site by on-site energy and off-site mobile sources that increase emissions. Energy-source emissions include emissions associated with electricity consumption. Mobile-source emissions result from vehicle trips associated with a project.

Based on trip generation estimates, the proposed Project would generate 187 net total daily trips during Project operations. Table C shows long-term operational emissions associated with the proposed Project. The operational emissions results indicate that the increase in criteria pollutants would not exceed the corresponding SCAQMD daily emission thresholds for any criteria pollutants. Therefore, no air quality impacts would occur.

The projected emissions of criteria pollutants as a result of the proposed Project are expected to be below the emissions thresholds established for the region. Therefore, there would be no cumulatively considerable net increase of the criteria pollutants that are in nonattainment status in the Basin.

Table C: Peak Daily Operational Emissions (lbs/day)

Source	Pollutant Emissions (lbs/day)					
	ROG	NOx	CO	SOx	PM ₁₀	PM _{2.5}
Area Sources	0.9	<0.1	3.0	<0.1	<0.1	<0.1
Energy Sources	0.0	<0.1	<0.1	<0.1	0.0	0.0
Mobile Sources	0.3	1.4	4.2	<0.1	1.5	0.4
Total	1.2	1.4	7.2	<0.1	1.5	0.4
SCAQMD Thresholds	55.0	55.0	550.0	150.0	150.0	55.0
Significant?	No	No	No	No	No	No

Source: LSA (June 2021).

CO = carbon monoxide

lbs/day = pounds per day

NOx = nitrogen oxides

PM_{2.5} = particulate matter less than 2.5 microns in size

PM₁₀ = particulate matter less than 10 microns in size

ROG = reactive organic gases

SCAQMD = South Coast Air Quality Management District

SOx = sulfur oxides

Sensitive Receptor Analysis

As described in above, the proposed Project would not significantly increase long-term emissions within the Project area. Project implementation may expose surrounding sensitive receptors to airborne particulates, as well as, a small quantity of construction equipment pollutants (i.e., usually diesel-fueled vehicles and equipment). However, construction contractors would be required to implement measures to reduce or eliminate emissions by following the SCAQMD's standard construction practices (Rules 402 and 403). Rule 402 requires implementation of dust suppression techniques to prevent fugitive dust from creating a nuisance off site. Rule 403 requires that fugitive dust be controlled with best available control measures so that the presence of such dust does not remain visible in the atmosphere beyond the property line of the emission source. Some of the applicable dust suppression techniques from Rule 403 are summarized as follows:

- Apply nontoxic chemical soil stabilizers according to manufacturers' specifications to all inactive construction areas (previously graded areas inactive for 10 days or more).
- Water active sites at least twice daily (locations where grading is to occur will be thoroughly watered prior to earthmoving).
- All trucks hauling demolished material, dirt, sand, soil, or other loose materials are to be covered or should maintain at least 2 feet of freeboard in accordance with the requirements of California Vehicle Code Section 23114 (freeboard means vertical space between the top of the load and top of the trailer).

SCAQMD has issued guidance on applying CalEEMod results to localized impacts analyses.¹ In cases where proximate receptors may be closer than 82 feet (25 meters [m]), any distances within 82 feet

¹ South Coast Air Quality Management District (SCAQMD). Fact Sheet for Applying CalEEMod to Localized Significance Thresholds. Website: <http://www.aqmd.gov/docs/default-source/ceqa/handbook/localized-significance-thresholds/calmod-guidance.pdf> (accessed February 2021).

(25 m) buffer zone would be used to assess potential impact on nearby sensitive receptors. Sensitive receptors include residences, schools, and similar uses that are sensitive to adverse air quality. The sensitive receptors nearest to the proposed Project are the multi-family residences located approximately 15 feet north of the Project site; therefore, the 82-foot distance threshold was used. Table D shows that the construction emissions rates would not exceed the localized significance thresholds (LSTs) for the nearest sensitive receptors in the Project area.

Table D: Construction Localized Emissions (lbs/day)

Emissions Sources	NOx	CO	PM ₁₀	PM _{2.5}
On-Site Emissions	20.2	14.5	3.3	2.1
LST	115.0	715.0	6.0	4.0
Significant Emissions?	No	No	No	No

Source: Compiled by LSA (June 2021).

Note: Source Receptor Area – Central Orange County, 2 acres, receptors at 82 feet (25 meters).

CO = carbon monoxide

lbs/day = pounds per day

LST= Localized Significance Threshold

NOx = nitrogen oxides

PM_{2.5} = particulate matter less than 2.5 microns in size

PM₁₀ = particulate matter less than 10 microns in size

Table E shows that the operational emission rates would not exceed the LSTs for sensitive receptors in the project area. Therefore, the proposed operational activity would not result in a locally significant air quality impact.

Table E: Operational Localized Emissions (lbs/day)

Emissions Sources	NOx	CO	PM ₁₀	PM _{2.5}
On-Site Emissions	0.1	3.2	0.1	<0.1
LST	115.0	715.0	2.0	1.0
Significant Emissions?	No	No	No	No

Source: Compiled by LSA (June 2021).

Note: Source Receptor Area – Central Orange County, 2 acres, receptors at 82-feet (25 meters).

CO = carbon monoxide

lbs/day = pounds per day

LST = Local Significance Threshold

NOx = nitrogen oxides

PM_{2.5} = particulate matter less than 2.5 microns in size

PM₁₀ = particulate matter less than 10 microns in size

As evaluated above, the Project's on-site emissions would be below the SCAQMD's localized significance thresholds for construction and operations. Therefore, the Project would not exceed the most stringent applicable federal or State ambient air quality standards for emissions of NOx, CO, PM₁₀, or PM_{2.5}. It should be noted that the ambient air quality standards are developed and represent levels at which the most susceptible persons (e.g., children and the elderly) are protected. In other words, the ambient air quality standards are purposefully set in a stringent manner to protect children, elderly, and those with existing respiratory problems. Thus, air quality health impacts would be less than significant in this regard and no mitigation is required.

Odor Analysis

SCAQMD's *CEQA Air Quality Handbook* (SCAQMD 1993) identifies various secondary significance criteria related to odorous air contaminants. Substantial odor-generating sources include land uses

such as agricultural activities, feedlots, wastewater treatment facilities, landfills, or heavy manufacturing uses. Pursuant to SCAQMD Rule 402, these sources shall include a quantitative assessment of potential odors and meteorological conditions. The Project does not propose any such uses or activities that would result in potentially significant odor impacts. Some nuisance odors may emanate from the operation of diesel-powered construction equipment during construction of the proposed project. Additionally, operators of off-road vehicles (i.e., self-propelled diesel-fueled vehicles 25 horsepower and up that were not designed to be driven on road) are required to limit vehicle idling to five minutes or less; register and label vehicles in accordance with the CARB Diesel Off-Road Online Reporting System; restrict the inclusion of older vehicles into fleets; and retire, replace, or repower older engines or install Verified Diesel Emission Control Strategies (i.e., exhaust retrofits). These odors would be limited to the construction period and would disperse quickly; therefore, no odor impact would occur.

The proposed Project is a residential project, which does not typically produce nuisance odors. Therefore, no significant impacts related to nuisance odors would result from the proposed Project and no mitigation is required.

Cumulative Analysis

The following discussion evaluates whether the proposed Project, in combination with other similar nearby projects, including the KB Home Lighthouse Residential Project, would have the potential to be cumulatively considerable, resulting in significant adverse air quality impacts to the region's existing air quality conditions.

As discussed above, the Basin is in nonattainment for the federal and State standards for O₃ and PM_{2.5}. In addition, the Basin is in nonattainment for the State PM₁₀ standard and is in attainment/maintenance for the federal PM₁₀, CO, and NO₂ standards. The basin's nonattainment status is attributed to the region's development history. Past, present, and future development projects contribute to the region's adverse air quality impacts on a cumulative basis. By its very nature, air pollution is largely a cumulative impact. No single project is sufficient in size to, by itself, result in nonattainment of ambient air quality standards. Instead, a project's individual emissions contribute to existing cumulatively significant adverse air quality impacts. If a project's contribution to the cumulative impact is considerable, then the project's impact on air quality would be considered significant.

In developing thresholds of significance for air pollutants, the SCAQMD considered the emission levels for which a project's individual emissions would be cumulatively considerable. If a project exceeds the identified significance thresholds, its emissions would be cumulatively considerable, resulting in significant adverse air quality impacts to the region's existing air quality conditions.

Therefore, if the proposed Project's daily emissions of construction- or operational-related criteria air pollutants exceed thresholds established by the SCAQMD, the proposed Project would result in a considerable contribution to a cumulatively significant impact. As shown above in Table B and Table C, implementation of the proposed Project would not generate significant construction or operational emissions, and would not result in individually significant impacts. In addition, the CEQA analysis for the KB Home Lighthouse Project found that air quality emissions would be less than

significant. Therefore the proposed Project, in combination with other projects, would not result in a cumulatively considerable contribution to regional air quality impacts. Further, it should also be noted that since the construction schedules of the proposed Project and the KB Home Lighthouse Residential Project would not overlap, there would be no cumulative construction impacts.

GREENHOUSE GAS EMISSIONS

Global climate change refers to changes in average climatic conditions on Earth as a whole, including temperature, wind patterns, precipitation, and storms. Global temperatures are moderated by naturally occurring atmospheric gases, including water vapor, carbon dioxide, methane, nitrous oxide, and ozone. These gases, known as GHGs, allow solar radiation (sunlight) into the Earth's atmosphere, but prevent radiative heat from escaping, thus warming the Earth's atmosphere. GHGs are emitted by both natural processes and human activities and the accumulation of GHGs in the atmosphere regulates the Earth's temperature. Emissions of GHGs in excess of natural ambient concentrations are thought to be responsible for the enhancement of the greenhouse effect and contributing to what is termed "global warming;" the trend of warming of the Earth's climate from anthropogenic activities. Unlike localized air pollutant emissions, which are a temporal issue, global warming is an ongoing global issue. As global climate change impacts are by nature cumulative, direct impacts cannot be evaluated because the impacts themselves are global rather than localized. Therefore, the analysis herein addresses cumulative impacts.

GHG emissions associated with the proposed project would occur over the short term from construction activities, consisting primarily of emissions from equipment exhaust. There would also be long-term GHG emissions associated with project operation, including vehicular trips. This analysis includes an evaluation of emissions from vehicular traffic, energy consumption, water conveyance and treatment, waste generation, and Project construction activities.

Direct Greenhouse Gas Emissions

The City does not identify any criteria to evaluate GHG emissions impacts. The potential for the proposed Project to result in impacts from GHG emissions is based on the *CEQA Guidelines* Appendix G thresholds. For CEQA purposes, the City has discretion to select an appropriate significance criterion, based on substantial evidence.

On December 5, 2008, the SCAQMD adopted GHG Significance Thresholds for Stationary Sources, Rules, and Plans where the SCAQMD is lead agency. The threshold uses a tiered decision tree approach. A project is compared with the requirements of each tier sequentially and would not result in a significant impact if it complies with any tier listed as follows. Tier 1 excludes projects that are specifically exempt from Senate Bill (SB) 97 from resulting in a significant impact. Tier 2 excludes projects that are consistent with a GHG reduction plan that has a certified final CEQA document and complies with Assembly Bill (AB) 32 GHG reduction goals. Tier 3 excludes projects with annual emissions lower than a screening threshold. For all non-industrial projects, the SCAQMD is proposing a screening threshold of 3,000 metric tons of carbon dioxide equivalent (MT CO₂e) per year for residential land uses. SCAQMD concluded that projects with emissions less than the screening thresholds would not result in a significant cumulative impact. Tier 4 covers performance standards and provides three options. Option 1 covers the percent reduction target, which there

currently is no recommendation. Option 2 covers the early implementation of climate action measures, which have been folded into Option 3. Under the Tier 4 (Option 3), which is related to sector-based standards, the project would be excluded if it was below an efficiency-based threshold of 4.8 MT CO₂e per service population (SP) per year or 2.9 MT CO₂e per SP for post-2020 projects. Tier 5 would exclude projects that implement off-site mitigation (GHG reduction projects) or purchase offsets to reduce GHG emission impacts to less than the proposed screening level. The City has used this tiered decision tree approach that has been supported by substantial evidence provided during the SCAQMD proposal of these interim standards.

GHG emissions associated with the proposed Project would be confined to short-term emissions associated with construction activities, including emissions generated by stationary and mobile construction equipment, off-site transportation of construction equipment, off-site trucks hauling construction materials, and worker trips. Construction-related GHG emissions would occur during construction of the Project, which would occur over an approximately 22-month period. Project-related GHG emissions were estimated using the CalEEMod. Construction GHG emissions are estimated to total 530.3 MT CO₂e over the entire period of construction. When amortized over a 30-year period, construction GHG emissions would be 17.7 metric tons per year.

Operation of the proposed Project would generate GHG emissions from area and mobile sources and indirect emissions from stationary sources associated with energy consumption. Mobile-source emissions of GHGs would include Project-generated vehicle trips associated with the residential land use. Area-source emissions would be associated with activities including landscaping and maintenance of proposed land uses, architectural coating maintenance, and other consumer products sources. Increases in energy-source emissions would also occur at off-site utility providers as a result of demand for electricity, and water by the proposed uses.

The proposed Project would result in the generation of approximately 319.2 MT CO₂e per year. With the combined amortized construction and operational GHG emissions, the proposed Project's GHG emissions of 336.9 MT CO₂e per year would be well below the 3,000 MT CO₂e per year significance threshold recommended by the SCAQMD for residential projects under the Tier 3 approach. Based on the City's average household size of 3.50¹, the 36 proposed units would have a service population of 126 additional residents (36 dwelling units × 3.50 persons per household), therefore, it is assumed in this analysis that the service population of the Project would be 126. Under the Tier 4 approach, the project would generate approximately 2.7 MT CO₂e/year per SP, which would not exceed the SCAQMD's post-2020 project level efficiency threshold of 2.9 MT CO₂e/year per SP.

As discussed, construction and operations of the proposed Project would have negligible GHG emissions. Construction and operational emissions would have no cumulatively considerable contribution to global climate change impacts, and therefore, no GHG impact would occur. No mitigation is required.

¹ California Department of Finance, op.cit.

Consistency with Applicable Greenhouse Gas Reduction Plans

As discussed above, construction and operation of the proposed Project would result in less than significant GHG emissions. The potential for the proposed Project to result in impacts from GHG emissions is based on the *CEQA Guidelines* Appendix G thresholds. To answer the above question, the City would consider whether the Project is consistent with the *California 2017 Climate Change Scoping Plan* (Scoping Plan).

The Scoping Plan identifies strategies to reduce California's GHG emissions in support of AB 32, The Global Warming Solution Act. Many of the strategies identified in the Scoping Plan are not applicable at the Project level, such as long-term technological improvements to reduce emissions from vehicles. Some measures are applicable and supported by the Project, such as energy efficiency. While some measures are not directly applicable, the Project would not conflict with their implementation. The City does not currently have any adopted plans for reducing GHG emissions. Furthermore, as described above, the Project's combined long-term operational and amortized construction emissions would not exceed the applicable SCAQMD's threshold of significance. Although these thresholds have not been formally adopted at the time of this analysis, they are considered the allowable amount of emissions for the Project to ensure the Project does not impede regional and/or State GHG reduction goals. To facilitate implementation of the Scoping Plan, the City adopted the Green Building Code. The proposed Project would comply with performance-based standards included in the Green Building Code (e.g., the 2019 Building Energy Efficiency Standards).

In addition to using the local SCAQMD's recommended significance threshold of 3,000 metric tons of CO₂e per year, the most directly applicable adopted regulatory plan to reduce GHG emissions is the SCAG's Connect SoCal 2020 RTP/SCS, which is designed to achieve regional GHG reductions from the land use and transportation sectors as required by SB 375 and the State's long-term climate goals. This analysis also considers consistency with regulations or requirements set forth by the 2008 Scoping Plan and subsequent updates SB 375, SCAG's Connect SoCal 2020 RTP/SCS, and the City's Green Building Code.

Within the Connect SoCal Plan, the 2020 SCS would, when implemented, meet the applicable 2035 GHG emissions reduction target for automobiles and light trucks as established by CARB in 2018, specifically, a 19 percent per capita reduction by 2035 relative to 2005 levels. CARB staff's determination summarizes its assessment, findings, and recommendations relating to the determination on the 2035 target.¹ The Connect SoCal plan lays out a strategy for the region to meet these targets. The Connect SoCal SCS has been found to meet state targets for reducing GHG emissions from cars and light trucks. Connect SoCal achieves per capita GHG emission reductions relative to 2005 levels of 8 percent in 2020, and 19 percent in 2035, thereby meeting the GHG reduction targets established by the CARB for the SCAG region.

For purposes of this comparison it should be noted that the proposed Project's structural and operational features such as installing energy-efficient lighting, rooftop solar panels, low-flow plumbing fixtures, and implementing a residential recycling program during the life of the proposed

¹ California Air Resources Board. 2018. SB 375 Regional Plan Climate Targets. Website: <https://ww2.arb.ca.gov/our-work/programs/sustainable-communities-program/regional-plan-targets> (accessed February 2021).

Project would reduce the Project's GHG emissions by approximately 13 percent. Additionally, the proposed Project is an infill development and is reutilizing existing land use, which is encouraged through the State, regional, and local plans and policies (i.e., AB 32, SB 375, and SCAG's 2020 RTP/SCS growth strategy). The percent reduction calculated above is not a quantitative threshold of significance, but shows the efficacy of the proposed Project's compliance with the various regulations, plans, and policies that have been adopted with the intent of reducing GHG emissions in furtherance of the State's GHG reduction targets under SB 32.

In summary, the regulatory compliance analysis provided above demonstrates that the proposed Project's design measures comply with or exceed the regulations and reduction actions/strategies outlined in the California Scoping Plan. Therefore, the proposed Project would not result in emissions that would impede or conflict with Statewide attainment of GHG emission reduction goals as described in AB 32 (reduce GHG emissions to 1990 levels by 2020), SB 32 (reduce GHG emissions 40 percent below 1990 levels by 2030), and Executive Order B-03-05 (reduce GHG emissions 80 percent below 1990 levels by 2050). In addition to the fact that the proposed Project would not conflict with AB 32, SB 32, or executive orders, it also would not conflict with any other applicable plans, policies, or regulations intended to reduce GHG emissions. Therefore, no GHG impact would occur and no mitigation is required.

Cumulative Analysis

The following discussion evaluates whether the proposed Project, in combination with other projects, including the nearby KB Home Lighthouse Project, would have the potential to be cumulatively considerable, resulting in significant adverse GHG impacts.

GHG impacts are by their nature cumulative impacts. Localized impacts of climate change are the result of the cumulative impact of global emissions. The combined benefits of reductions achieved by all levels of government help to slow or reverse the growth in GHG emissions. In the absence of comprehensive international agreements on appropriate levels of reductions achieved by each country, another measure of cumulative contribution is required. This serves to define the State's share of the reductions regardless of the activities or lack of activities of other areas of the U.S. or the world. Therefore, a cumulative threshold based on consistency with State targets and actions to reduce GHGs is an appropriate standard of comparison for significance determinations.

AB 32 requires the CARB to reduce Statewide GHG emissions to 1990 level by 2020. As part of this legislation, the CARB was required to prepare a "Scoping Plan" that demonstrates how the State will achieve this goal. The Scoping Plan was first adopted in 2011 and in it local governments were described as "essential partners" in meeting the Statewide goal, recommending a GHG reduction level of 15 percent below 2005 to 2008 levels by 2020. In addition, the CARB released a second update to the Scoping Plan, the 2017 Scoping Plan, to reflect the 2030 GHG emissions reductions target of at least 40 percent below 1990 levels by 2030.

The regulatory compliance analysis provided above demonstrates that the proposed Project's design measures comply with or exceed the regulations and reduction actions/strategies outlined in the California Scoping Plan. Therefore, the proposed Project would not result in emissions that would impede or conflict with Statewide attainment of GHG emission reduction goals as described in AB 32

(reduce GHG emissions to 1990 levels by 2020), SB 32 (reduce GHG emissions 40 percent below 1990 levels by 2030), and Executive Order B-03-05 (reduce GHG emissions 80 percent below 1990 levels by 2050). As such, given the proposed Project's consistency with Statewide reduction goals, the proposed Project would not result in a cumulatively considerable contribution to GHG impacts. In addition, the CEQA analysis for the KB Home Lighthouse Project found that the project would be consistent with Statewide reduction goals. Therefore the proposed Project, in combination with other projects, would not result in a cumulatively considerable contribution to GHG impacts. Further, it should also be noted that since the construction schedules of the proposed Project and the KB Home Lighthouse Residential Project would not overlap, there would be no cumulative construction impacts.

CONCLUSION

Based on the analysis presented above, construction and operation of the proposed Project would not result in the generation of criteria air pollutants that would exceed SCAQMD thresholds of significance. Implementation of SCAQMD dust control rules would reduce construction dust impacts. The proposed Project is not expected to produce significant emissions that would affect nearby sensitive receptors. The Project would also not result in objectionable odors affecting a substantial number of people. GHG emissions released during construction and operation of the Project are estimated to be lower than significance thresholds, and would not be cumulatively considerable. The Project would be consistent with the goals of AB 32, SB 32, SB 375, and the City's General Plan. Therefore, the proposed Project would not result in significant air quality or GHG impacts.

ATTACHMENT

Attachment A: CalEEMod Emission Output Files

Attachment A:

CalEEMod Emission Output Files

Katella Assemblage Project - South Coast AQMD Air District, Annual

Katella Assemblage Project

South Coast AQMD Air District, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Parking Lot	23.00	Space	0.21	9,200.00	0
Condo/Townhouse	36.00	Dwelling Unit	2.35	36,000.00	103

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	9			Operational Year	2024
Utility Company	Southern California Edison				
CO2 Intensity (lb/MW hr)	534	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Katella Assemblage Project - South Coast AQMD Air District, Annual

Project Characteristics - CO2 Intensity Factor is 534 lb/MW/hr, based on 2019 Edison International Sustainability Report.

Land Use - 36 multi-family dwelling units. Total project area 2.1 acres. 23 guest parking spaces.

Construction Phase - Tentative construction schedule: Beginning October 2021 until completion in July 2023. Application of paving and architectural coating is assumed to overlap with the building construction phase.

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment - Trenching phase added as provided in construction schedule plan.

Demolition - Conservative estimate of 10,000 square feet of existing residential structures to be demolished and removed off site.

Grading - Grading area reduced, project site area 2.555 acres. Import of 3,000 cy of soil for grading fill over project area.

Vehicle Trips - Project Trip Generation rate of 187 ADT.

Woodstoves - No wood and gas burning stoves or fireplaces.

Energy Use - No natural gas consumption. Electricity consumption only.

Construction Off-road Equipment Mitigation - Water exposed areas three times daily for fugitive dust control per SCAQMD Rule 403.

Area Mitigation -

Energy Mitigation - Rooftop solar electricity generation homes built under 2019 building energy efficiency standards will use about 53 percent less energy than those under the 2016 standards.

Water Mitigation - Install low flow water fixtures.

Waste Mitigation -

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Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	10.00	106.00
tblConstructionPhase	NumDays	220.00	256.00
tblConstructionPhase	NumDays	20.00	10.00
tblConstructionPhase	NumDays	6.00	40.00
tblConstructionPhase	NumDays	10.00	104.00
tblConstructionPhase	NumDays	3.00	10.00
tblEnergyUse	NT24NG	6,384.00	0.00
tblEnergyUse	T24NG	10,792.56	0.00
tblFireplaces	NumberGas	30.60	0.00
tblFireplaces	NumberNoFireplace	3.60	0.00
tblFireplaces	NumberWood	1.80	0.00
tblGrading	AcresOfGrading	20.00	2.56
tblGrading	AcresOfGrading	15.00	2.56
tblGrading	MaterialImported	0.00	3,000.00
tblLandUse	LotAcreage	2.25	2.35
tblProjectCharacteristics	CO2IntensityFactor	702.44	534
tblVehicleTrips	WD_TR	5.81	5.22
tblWoodstoves	NumberCatalytic	1.80	0.00
tblWoodstoves	NumberNoncatalytic	1.80	0.00

2.0 Emissions Summary

Katella Assemblage Project - South Coast AQMD Air District, Annual

2.1 Overall Construction**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	0.0522	0.5931	0.3171	7.7000e-004	0.1198	0.0249	0.1447	0.0608	0.0230	0.0838	0.0000	69.5871	69.5871	0.0175	0.0000	70.0233
2022	0.2205	1.7279	1.7754	3.3000e-003	0.0572	0.0829	0.1401	0.0193	0.0789	0.0982	0.0000	280.2290	280.2290	0.0518	0.0000	281.5227
2023	0.2292	0.9409	1.1923	2.0700e-003	0.0229	0.0449	0.0678	6.0900e-003	0.0424	0.0485	0.0000	177.7529	177.7529	0.0388	0.0000	178.7221
Maximum	0.2292	1.7279	1.7754	3.3000e-003	0.1198	0.0829	0.1447	0.0608	0.0789	0.0982	0.0000	280.2290	280.2290	0.0518	0.0000	281.5227

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2021	0.0522	0.5931	0.3171	7.7000e-004	0.0507	0.0249	0.0756	0.0248	0.0230	0.0478	0.0000	69.5871	69.5871	0.0175	0.0000	70.0233
2022	0.2205	1.7279	1.7754	3.3000e-003	0.0471	0.0829	0.1300	0.0141	0.0789	0.0930	0.0000	280.2287	280.2287	0.0518	0.0000	281.5224
2023	0.2292	0.9409	1.1923	2.0700e-003	0.0229	0.0449	0.0678	6.0900e-003	0.0424	0.0485	0.0000	177.7527	177.7527	0.0388	0.0000	178.7219
Maximum	0.2292	1.7279	1.7754	3.3000e-003	0.0507	0.0829	0.1300	0.0248	0.0789	0.0930	0.0000	280.2287	280.2287	0.0518	0.0000	281.5224

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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	39.61	0.00	22.45	47.76	0.00	17.85	0.00	0.00	0.00	0.00	0.00	0.00

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	10-18-2021	1-17-2022	0.7193	0.7193
2	1-18-2022	4-17-2022	0.2971	0.2971
3	4-18-2022	7-17-2022	0.5563	0.5563
4	7-18-2022	10-17-2022	0.5626	0.5626
5	10-18-2022	1-17-2023	0.6068	0.6068
6	1-18-2023	4-17-2023	0.7458	0.7458
7	4-18-2023	7-17-2023	0.2531	0.2531
8	7-18-2023	9-30-2023	0.0118	0.0118
		Highest	0.7458	0.7458

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2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.1533	4.2800e-003	0.3714	2.0000e-005		2.0600e-003	2.0600e-003		2.0600e-003	2.0600e-003	0.0000	0.6070	0.6070	5.8000e-004	0.0000	0.6216
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	44.7275	44.7275	2.4300e-003	5.0000e-004	44.9380
Mobile	0.0481	0.2411	0.6608	2.7400e-003	0.2445	1.9600e-003	0.2464	0.0655	1.8200e-003	0.0673	0.0000	253.9516	253.9516	0.0112	0.0000	254.2305
Waste						0.0000	0.0000		0.0000	0.0000	3.3615	0.0000	3.3615	0.1987	0.0000	8.3281
Water						0.0000	0.0000		0.0000	0.0000	0.7441	11.3770	12.1211	0.0771	1.9300e-003	14.6232
Total	0.2013	0.2453	1.0322	2.7600e-003	0.2445	4.0200e-003	0.2485	0.0655	3.8800e-003	0.0694	4.1057	310.6631	314.7687	0.2899	2.4300e-003	322.7413

Katella Assemblage Project - South Coast AQMD Air District, Annual

2.2 Overall Operational**Mitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.1533	4.2800e-003	0.3714	2.0000e-005		2.0600e-003	2.0600e-003		2.0600e-003	2.0600e-003	0.0000	0.6070	0.6070	5.8000e-004	0.0000	0.6216
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	43.6007	43.6007	2.3700e-003	4.9000e-004	43.8058
Mobile	0.0481	0.2411	0.6608	2.7400e-003	0.2445	1.9600e-003	0.2464	0.0655	1.8200e-003	0.0673	0.0000	253.9516	253.9516	0.0112	0.0000	254.2305
Waste						0.0000	0.0000		0.0000	0.0000	3.3615	0.0000	3.3615	0.1987	0.0000	8.3281
Water						0.0000	0.0000		0.0000	0.0000	0.5953	9.6547	10.2500	0.0617	1.5500e-003	12.2543
Total	0.2013	0.2453	1.0322	2.7600e-003	0.2445	4.0200e-003	0.2485	0.0655	3.8800e-003	0.0694	3.9568	307.8139	311.7708	0.2744	2.0400e-003	319.2402

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.62	0.92	0.95	5.33	16.05	1.08

3.0 Construction Detail**Construction Phase**

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Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	10/18/2021	10/29/2021	5	10	
2	Demolition	Demolition	10/30/2021	11/12/2021	5	10	
3	Grading	Grading	11/13/2021	1/9/2022	5	40	
4	Trenching	Trenching	1/10/2022	3/29/2022	5	57	
5	Building Construction	Building Construction	4/1/2022	3/24/2023	5	256	
6	Paving	Paving	1/3/2023	5/26/2023	5	104	
7	Architectural Coating	Architectural Coating	3/1/2023	7/26/2023	5	106	

Acres of Grading (Site Preparation Phase): 2.555

Acres of Grading (Grading Phase): 2.555

Acres of Paving: 0.21

Residential Indoor: 72,900; Residential Outdoor: 24,300; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 552 (Architectural Coating – sqft)

OffRoad Equipment

Katella Assemblage Project - South Coast AQMD Air District, Annual

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Graders	1	8.00	187	0.41
Site Preparation	Scrapers	1	8.00	367	0.48
Site Preparation	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Rubber Tired Dozers	1	8.00	247	0.40
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Tractors/Loaders/Backhoes	2	7.00	97	0.37
Trenching	Excavators	1	8.00	158	0.38
Trenching	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Trenching	Trenchers	1	8.00	78	0.50
Building Construction	Cranes	1	8.00	231	0.29
Building Construction	Forklifts	2	7.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Paving	Cement and Mortar Mixers	1	8.00	9	0.56
Paving	Pavers	1	8.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

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Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Demolition	5	13.00	0.00	45.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	375.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Trenching	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	8	30.00	5.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	6.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

3.2 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					1.3500e-003	0.0000	1.3500e-003	1.5000e-004	0.0000	1.5000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	7.7300e-003	0.0914	0.0538	1.2000e-004		3.5100e-003	3.5100e-003		3.2300e-003	3.2300e-003	0.0000	10.7632	10.7632	3.4800e-003	0.0000	10.8502
Total	7.7300e-003	0.0914	0.0538	1.2000e-004	1.3500e-003	3.5100e-003	4.8600e-003	1.5000e-004	3.2300e-003	3.3800e-003	0.0000	10.7632	10.7632	3.4800e-003	0.0000	10.8502

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3.2 Site Preparation - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.7000e-004	1.2000e-004	1.3900e-003	0.0000	4.4000e-004	0.0000	4.4000e-004	1.2000e-004	0.0000	1.2000e-004	0.0000	0.3823	0.3823	1.0000e-005	0.0000	0.3825
Total	1.7000e-004	1.2000e-004	1.3900e-003	0.0000	4.4000e-004	0.0000	4.4000e-004	1.2000e-004	0.0000	1.2000e-004	0.0000	0.3823	0.3823	1.0000e-005	0.0000	0.3825

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					5.3000e-004	0.0000	5.3000e-004	6.0000e-005	0.0000	6.0000e-005	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	7.7300e-003	0.0914	0.0538	1.2000e-004		3.5100e-003	3.5100e-003		3.2300e-003	3.2300e-003	0.0000	10.7632	10.7632	3.4800e-003	0.0000	10.8502
Total	7.7300e-003	0.0914	0.0538	1.2000e-004	5.3000e-004	3.5100e-003	4.0400e-003	6.0000e-005	3.2300e-003	3.2900e-003	0.0000	10.7632	10.7632	3.4800e-003	0.0000	10.8502

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3.2 Site Preparation - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.7000e-004	1.2000e-004	1.3900e-003	0.0000	4.4000e-004	0.0000	4.4000e-004	1.2000e-004	0.0000	1.2000e-004	0.0000	0.3823	0.3823	1.0000e-005	0.0000	0.3825
Total	1.7000e-004	1.2000e-004	1.3900e-003	0.0000	4.4000e-004	0.0000	4.4000e-004	1.2000e-004	0.0000	1.2000e-004	0.0000	0.3823	0.3823	1.0000e-005	0.0000	0.3825

3.3 Demolition - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					4.9200e-003	0.0000	4.9200e-003	7.5000e-004	0.0000	7.5000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	9.9700e-003	0.0985	0.0725	1.2000e-004		5.2000e-003	5.2000e-003		4.8600e-003	4.8600e-003	0.0000	10.5357	10.5357	2.6900e-003	0.0000	10.6030
Total	9.9700e-003	0.0985	0.0725	1.2000e-004	4.9200e-003	5.2000e-003	0.0101	7.5000e-004	4.8600e-003	5.6100e-003	0.0000	10.5357	10.5357	2.6900e-003	0.0000	10.6030

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3.3 Demolition - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.7000e-004	5.8600e-003	1.2400e-003	2.0000e-005	3.9000e-004	2.0000e-005	4.0000e-004	1.1000e-004	2.0000e-005	1.2000e-004	0.0000	1.6801	1.6801	1.2000e-004	0.0000	1.6830
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.7000e-004	2.0000e-004	2.2700e-003	1.0000e-005	7.1000e-004	1.0000e-005	7.2000e-004	1.9000e-004	0.0000	1.9000e-004	0.0000	0.6212	0.6212	2.0000e-005	0.0000	0.6216
Total	4.4000e-004	6.0600e-003	3.5100e-003	3.0000e-005	1.1000e-003	3.0000e-005	1.1200e-003	3.0000e-004	2.0000e-005	3.1000e-004	0.0000	2.3013	2.3013	1.4000e-004	0.0000	2.3046

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					1.9200e-003	0.0000	1.9200e-003	2.9000e-004	0.0000	2.9000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	9.9600e-003	0.0985	0.0725	1.2000e-004		5.2000e-003	5.2000e-003		4.8600e-003	4.8600e-003	0.0000	10.5357	10.5357	2.6900e-003	0.0000	10.6030
Total	9.9600e-003	0.0985	0.0725	1.2000e-004	1.9200e-003	5.2000e-003	7.1200e-003	2.9000e-004	4.8600e-003	5.1500e-003	0.0000	10.5357	10.5357	2.6900e-003	0.0000	10.6030

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3.3 Demolition - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.7000e-004	5.8600e-003	1.2400e-003	2.0000e-005	3.9000e-004	2.0000e-005	4.0000e-004	1.1000e-004	2.0000e-005	1.2000e-004	0.0000	1.6801	1.6801	1.2000e-004	0.0000	1.6830
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.7000e-004	2.0000e-004	2.2700e-003	1.0000e-005	7.1000e-004	1.0000e-005	7.2000e-004	1.9000e-004	0.0000	1.9000e-004	0.0000	0.6212	0.6212	2.0000e-005	0.0000	0.6216
Total	4.4000e-004	6.0600e-003	3.5100e-003	3.0000e-005	1.1000e-003	3.0000e-005	1.1200e-003	3.0000e-004	2.0000e-005	3.1000e-004	0.0000	2.3013	2.3013	1.4000e-004	0.0000	2.3046

3.4 Grading - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.1069	0.0000	0.1069	0.0581	0.0000	0.0581	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0320	0.3537	0.1708	3.6000e-004		0.0160	0.0160		0.0147	0.0147	0.0000	31.6818	31.6818	0.0103	0.0000	31.9380
Total	0.0320	0.3537	0.1708	3.6000e-004	0.1069	0.0160	0.1229	0.0581	0.0147	0.0728	0.0000	31.6818	31.6818	0.0103	0.0000	31.9380

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3.4 Grading - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.2000e-003	0.0428	9.0700e-003	1.2000e-004	3.1200e-003	1.3000e-004	3.2500e-003	8.5000e-004	1.2000e-004	9.7000e-004	0.0000	12.2505	12.2505	8.4000e-004	0.0000	12.2715
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.3000e-004	5.4000e-004	6.1000e-003	2.0000e-005	1.9200e-003	1.0000e-005	1.9300e-003	5.1000e-004	1.0000e-005	5.2000e-004	0.0000	1.6724	1.6724	4.0000e-005	0.0000	1.6735
Total	1.9300e-003	0.0433	0.0152	1.4000e-004	5.0400e-003	1.4000e-004	5.1800e-003	1.3600e-003	1.3000e-004	1.4900e-003	0.0000	13.9229	13.9229	8.8000e-004	0.0000	13.9450

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0417	0.0000	0.0417	0.0227	0.0000	0.0227	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0320	0.3537	0.1708	3.6000e-004		0.0160	0.0160		0.0147	0.0147	0.0000	31.6818	31.6818	0.0103	0.0000	31.9379
Total	0.0320	0.3537	0.1708	3.6000e-004	0.0417	0.0160	0.0577	0.0227	0.0147	0.0374	0.0000	31.6818	31.6818	0.0103	0.0000	31.9379

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3.4 Grading - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.2000e-003	0.0428	9.0700e-003	1.2000e-004	3.1200e-003	1.3000e-004	3.2500e-003	8.5000e-004	1.2000e-004	9.7000e-004	0.0000	12.2505	12.2505	8.4000e-004	0.0000	12.2715
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	7.3000e-004	5.4000e-004	6.1000e-003	2.0000e-005	1.9200e-003	1.0000e-005	1.9300e-003	5.1000e-004	1.0000e-005	5.2000e-004	0.0000	1.6724	1.6724	4.0000e-005	0.0000	1.6735
Total	1.9300e-003	0.0433	0.0152	1.4000e-004	5.0400e-003	1.4000e-004	5.1800e-003	1.3600e-003	1.3000e-004	1.4900e-003	0.0000	13.9229	13.9229	8.8000e-004	0.0000	13.9450

3.4 Grading - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0166	0.0000	0.0166	8.4500e-003	0.0000	8.4500e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.8500e-003	0.0425	0.0231	5.0000e-005		1.8600e-003	1.8600e-003		1.7100e-003	1.7100e-003	0.0000	4.5257	4.5257	1.4600e-003	0.0000	4.5623
Total	3.8500e-003	0.0425	0.0231	5.0000e-005	0.0166	1.8600e-003	0.0184	8.4500e-003	1.7100e-003	0.0102	0.0000	4.5257	4.5257	1.4600e-003	0.0000	4.5623

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3.4 Grading - 2022**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.6000e-004	5.6400e-003	1.2800e-003	2.0000e-005	2.5300e-003	2.0000e-005	2.5400e-003	6.3000e-004	2.0000e-005	6.5000e-004	0.0000	1.7293	1.7293	1.2000e-004	0.0000	1.7323
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.0000e-004	7.0000e-005	8.0000e-004	0.0000	2.7000e-004	0.0000	2.8000e-004	7.0000e-005	0.0000	7.0000e-005	0.0000	0.2304	0.2304	1.0000e-005	0.0000	0.2305
Total	2.6000e-004	5.7100e-003	2.0800e-003	2.0000e-005	2.8000e-003	2.0000e-005	2.8200e-003	7.0000e-004	2.0000e-005	7.2000e-004	0.0000	1.9597	1.9597	1.3000e-004	0.0000	1.9628

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					6.4700e-003	0.0000	6.4700e-003	3.2900e-003	0.0000	3.2900e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	3.8500e-003	0.0425	0.0231	5.0000e-005		1.8600e-003	1.8600e-003		1.7100e-003	1.7100e-003	0.0000	4.5257	4.5257	1.4600e-003	0.0000	4.5623
Total	3.8500e-003	0.0425	0.0231	5.0000e-005	6.4700e-003	1.8600e-003	8.3300e-003	3.2900e-003	1.7100e-003	5.0000e-003	0.0000	4.5257	4.5257	1.4600e-003	0.0000	4.5623

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3.4 Grading - 2022**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	1.6000e-004	5.6400e-003	1.2800e-003	2.0000e-005	2.5300e-003	2.0000e-005	2.5400e-003	6.3000e-004	2.0000e-005	6.5000e-004	0.0000	1.7293	1.7293	1.2000e-004	0.0000	1.7323
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.0000e-004	7.0000e-005	8.0000e-004	0.0000	2.7000e-004	0.0000	2.8000e-004	7.0000e-005	0.0000	7.0000e-005	0.0000	0.2304	0.2304	1.0000e-005	0.0000	0.2305
Total	2.6000e-004	5.7100e-003	2.0800e-003	2.0000e-005	2.8000e-003	2.0000e-005	2.8200e-003	7.0000e-004	2.0000e-005	7.2000e-004	0.0000	1.9597	1.9597	1.3000e-004	0.0000	1.9628

3.5 Trenching - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0208	0.1947	0.2306	3.3000e-004		0.0118	0.0118		0.0109	0.0109	0.0000	29.1694	29.1694	9.4300e-003	0.0000	29.4053
Total	0.0208	0.1947	0.2306	3.3000e-004		0.0118	0.0118		0.0109	0.0109	0.0000	29.1694	29.1694	9.4300e-003	0.0000	29.4053

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3.5 Trenching - 2022**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	8.9000e-004	6.3000e-004	7.3400e-003	2.0000e-005	2.5000e-003	2.0000e-005	2.5200e-003	6.6000e-004	2.0000e-005	6.8000e-004	0.0000	2.1008	2.1008	5.0000e-005	0.0000	2.1021
Total	8.9000e-004	6.3000e-004	7.3400e-003	2.0000e-005	2.5000e-003	2.0000e-005	2.5200e-003	6.6000e-004	2.0000e-005	6.8000e-004	0.0000	2.1008	2.1008	5.0000e-005	0.0000	2.1021

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0208	0.1947	0.2306	3.3000e-004		0.0118	0.0118		0.0109	0.0109	0.0000	29.1694	29.1694	9.4300e-003	0.0000	29.4053
Total	0.0208	0.1947	0.2306	3.3000e-004		0.0118	0.0118		0.0109	0.0109	0.0000	29.1694	29.1694	9.4300e-003	0.0000	29.4053

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3.5 Trenching - 2022**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	8.9000e-004	6.3000e-004	7.3400e-003	2.0000e-005	2.5000e-003	2.0000e-005	2.5200e-003	6.6000e-004	2.0000e-005	6.8000e-004	0.0000	2.1008	2.1008	5.0000e-005	0.0000	2.1021
Total	8.9000e-004	6.3000e-004	7.3400e-003	2.0000e-005	2.5000e-003	2.0000e-005	2.5200e-003	6.6000e-004	2.0000e-005	6.8000e-004	0.0000	2.1008	2.1008	5.0000e-005	0.0000	2.1021

3.6 Building Construction - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1818	1.4312	1.4066	2.4500e-003		0.0688	0.0688		0.0660	0.0660	0.0000	203.5265	203.5265	0.0393	0.0000	204.5082
Total	0.1818	1.4312	1.4066	2.4500e-003		0.0688	0.0688		0.0660	0.0660	0.0000	203.5265	203.5265	0.0393	0.0000	204.5082

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3.6 Building Construction - 2022**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	1.3100e-003	0.0450	0.0111	1.2000e-004	3.0900e-003	8.0000e-005	3.1700e-003	8.9000e-004	8.0000e-005	9.7000e-004	0.0000	11.8579	11.8579	7.3000e-004	0.0000	11.8761
Worker	0.0115	8.1800e-003	0.0946	3.0000e-004	0.0323	2.3000e-004	0.0325	8.5700e-003	2.2000e-004	8.7800e-003	0.0000	27.0891	27.0891	6.8000e-004	0.0000	27.1061
Total	0.0128	0.0531	0.1057	4.2000e-004	0.0354	3.1000e-004	0.0357	9.4600e-003	3.0000e-004	9.7500e-003	0.0000	38.9469	38.9469	1.4100e-003	0.0000	38.9821

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1818	1.4312	1.4066	2.4500e-003		0.0688	0.0688		0.0660	0.0660	0.0000	203.5263	203.5263	0.0393	0.0000	204.5079
Total	0.1818	1.4312	1.4066	2.4500e-003		0.0688	0.0688		0.0660	0.0660	0.0000	203.5263	203.5263	0.0393	0.0000	204.5079

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3.6 Building Construction - 2022**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	1.3100e-003	0.0450	0.0111	1.2000e-004	3.0900e-003	8.0000e-005	3.1700e-003	8.9000e-004	8.0000e-005	9.7000e-004	0.0000	11.8579	11.8579	7.3000e-004	0.0000	11.8761
Worker	0.0115	8.1800e-003	0.0946	3.0000e-004	0.0323	2.3000e-004	0.0325	8.5700e-003	2.2000e-004	8.7800e-003	0.0000	27.0891	27.0891	6.8000e-004	0.0000	27.1061
Total	0.0128	0.0531	0.1057	4.2000e-004	0.0354	3.1000e-004	0.0357	9.4600e-003	3.0000e-004	9.7500e-003	0.0000	38.9469	38.9469	1.4100e-003	0.0000	38.9821

3.6 Building Construction - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0514	0.4087	0.4264	7.5000e-004		0.0184	0.0184		0.0176	0.0176	0.0000	62.3106	62.3106	0.0118	0.0000	62.6052
Total	0.0514	0.4087	0.4264	7.5000e-004		0.0184	0.0184		0.0176	0.0176	0.0000	62.3106	62.3106	0.0118	0.0000	62.6052

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3.6 Building Construction - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	3.0000e-004	0.0104	3.0400e-003	4.0000e-005	9.5000e-004	1.0000e-005	9.6000e-004	2.7000e-004	1.0000e-005	2.8000e-004	0.0000	3.5205	3.5205	1.9000e-004	0.0000	3.5254
Worker	3.3200e-003	2.2700e-003	0.0267	9.0000e-005	9.8700e-003	7.0000e-005	9.9400e-003	2.6200e-003	6.0000e-005	2.6900e-003	0.0000	7.9833	7.9833	1.9000e-004	0.0000	7.9880
Total	3.6200e-003	0.0126	0.0297	1.3000e-004	0.0108	8.0000e-005	0.0109	2.8900e-003	7.0000e-005	2.9700e-003	0.0000	11.5039	11.5039	3.8000e-004	0.0000	11.5134

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0514	0.4087	0.4264	7.5000e-004		0.0184	0.0184		0.0176	0.0176	0.0000	62.3105	62.3105	0.0118	0.0000	62.6051
Total	0.0514	0.4087	0.4264	7.5000e-004		0.0184	0.0184		0.0176	0.0176	0.0000	62.3105	62.3105	0.0118	0.0000	62.6051

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3.6 Building Construction - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	3.0000e-004	0.0104	3.0400e-003	4.0000e-005	9.5000e-004	1.0000e-005	9.6000e-004	2.7000e-004	1.0000e-005	2.8000e-004	0.0000	3.5205	3.5205	1.9000e-004	0.0000	3.5254
Worker	3.3200e-003	2.2700e-003	0.0267	9.0000e-005	9.8700e-003	7.0000e-005	9.9400e-003	2.6200e-003	6.0000e-005	2.6900e-003	0.0000	7.9833	7.9833	1.9000e-004	0.0000	7.9880
Total	3.6200e-003	0.0126	0.0297	1.3000e-004	0.0108	8.0000e-005	0.0109	2.8900e-003	7.0000e-005	2.9700e-003	0.0000	11.5039	11.5039	3.8000e-004	0.0000	11.5134

3.7 Paving - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0458	0.4477	0.6076	9.3000e-004		0.0226	0.0226		0.0208	0.0208	0.0000	80.6665	80.6665	0.0256	0.0000	81.3057
Paving	2.8000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0461	0.4477	0.6076	9.3000e-004		0.0226	0.0226		0.0208	0.0208	0.0000	80.6665	80.6665	0.0256	0.0000	81.3057

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3.7 Paving - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8700e-003	1.9600e-003	0.0231	8.0000e-005	8.5600e-003	6.0000e-005	8.6200e-003	2.2700e-003	6.0000e-005	2.3300e-003	0.0000	6.9189	6.9189	1.6000e-004	0.0000	6.9229
Total	2.8700e-003	1.9600e-003	0.0231	8.0000e-005	8.5600e-003	6.0000e-005	8.6200e-003	2.2700e-003	6.0000e-005	2.3300e-003	0.0000	6.9189	6.9189	1.6000e-004	0.0000	6.9229

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0458	0.4477	0.6076	9.3000e-004		0.0226	0.0226		0.0208	0.0208	0.0000	80.6664	80.6664	0.0256	0.0000	81.3056
Paving	2.8000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	0.0461	0.4477	0.6076	9.3000e-004		0.0226	0.0226		0.0208	0.0208	0.0000	80.6664	80.6664	0.0256	0.0000	81.3056

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3.7 Paving - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.8700e-003	1.9600e-003	0.0231	8.0000e-005	8.5600e-003	6.0000e-005	8.6200e-003	2.2700e-003	6.0000e-005	2.3300e-003	0.0000	6.9189	6.9189	1.6000e-004	0.0000	6.9229
Total	2.8700e-003	1.9600e-003	0.0231	8.0000e-005	8.5600e-003	6.0000e-005	8.6200e-003	2.2700e-003	6.0000e-005	2.3300e-003	0.0000	6.9189	6.9189	1.6000e-004	0.0000	6.9229

3.8 Architectural Coating - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.1139					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0102	0.0691	0.0960	1.6000e-004		3.7500e-003	3.7500e-003		3.7500e-003	3.7500e-003	0.0000	13.5322	13.5322	8.1000e-004	0.0000	13.5525
Total	0.1241	0.0691	0.0960	1.6000e-004		3.7500e-003	3.7500e-003		3.7500e-003	3.7500e-003	0.0000	13.5322	13.5322	8.1000e-004	0.0000	13.5525

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3.8 Architectural Coating - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.1700e-003	8.0000e-004	9.4300e-003	3.0000e-005	3.4900e-003	2.0000e-005	3.5100e-003	9.3000e-004	2.0000e-005	9.5000e-004	0.0000	2.8208	2.8208	7.0000e-005	0.0000	2.8224
Total	1.1700e-003	8.0000e-004	9.4300e-003	3.0000e-005	3.4900e-003	2.0000e-005	3.5100e-003	9.3000e-004	2.0000e-005	9.5000e-004	0.0000	2.8208	2.8208	7.0000e-005	0.0000	2.8224

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.1139					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0102	0.0691	0.0960	1.6000e-004		3.7500e-003	3.7500e-003		3.7500e-003	3.7500e-003	0.0000	13.5322	13.5322	8.1000e-004	0.0000	13.5525
Total	0.1241	0.0691	0.0960	1.6000e-004		3.7500e-003	3.7500e-003		3.7500e-003	3.7500e-003	0.0000	13.5322	13.5322	8.1000e-004	0.0000	13.5525

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3.8 Architectural Coating - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.1700e-003	8.0000e-004	9.4300e-003	3.0000e-005	3.4900e-003	2.0000e-005	3.5100e-003	9.3000e-004	2.0000e-005	9.5000e-004	0.0000	2.8208	2.8208	7.0000e-005	0.0000	2.8224
Total	1.1700e-003	8.0000e-004	9.4300e-003	3.0000e-005	3.4900e-003	2.0000e-005	3.5100e-003	9.3000e-004	2.0000e-005	9.5000e-004	0.0000	2.8208	2.8208	7.0000e-005	0.0000	2.8224

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.0481	0.2411	0.6608	2.7400e-003	0.2445	1.9600e-003	0.2464	0.0655	1.8200e-003	0.0673	0.0000	253.9516	253.9516	0.0112	0.0000	254.2305
Unmitigated	0.0481	0.2411	0.6608	2.7400e-003	0.2445	1.9600e-003	0.2464	0.0655	1.8200e-003	0.0673	0.0000	253.9516	253.9516	0.0112	0.0000	254.2305

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Condo/Townhouse	187.92	204.12	174.24	643,381	643,381
Parking Lot	0.00	0.00	0.00		
Total	187.92	204.12	174.24	643,381	643,381

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Condo/Townhouse	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Condo/Townhouse	0.550809	0.042355	0.203399	0.115606	0.014562	0.005806	0.021810	0.035336	0.002134	0.001736	0.004891	0.000712	0.000845
Parking Lot	0.550809	0.042355	0.203399	0.115606	0.014562	0.005806	0.021810	0.035336	0.002134	0.001736	0.004891	0.000712	0.000845

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5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Exceed Title 24

[illegible]

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5.2 Energy by Land Use - NaturalGas

Unmitigated

[illegible]

Mitigated

[illegible]

Katella Assemblage Project - South Coast AQMD Air District, Annual

5.3 Energy by Land Use - Electricity**Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Condo/Townhouse	181438	43.9476	2.3900e-003	4.9000e-004	44.1544
Parking Lot	3220	0.7799	4.0000e-005	1.0000e-005	0.7836
Total		44.7275	2.4300e-003	5.0000e-004	44.9380

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Condo/Townhouse	176786	42.8207	2.3300e-003	4.8000e-004	43.0222
Parking Lot	3220	0.7799	4.0000e-005	1.0000e-005	0.7836
Total		43.6006	2.3700e-003	4.9000e-004	43.8058

6.0 Area Detail**6.1 Mitigation Measures Area**

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No Hearths Installed

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.1533	4.2800e-003	0.3714	2.0000e-005		2.0600e-003	2.0600e-003		2.0600e-003	2.0600e-003	0.0000	0.6070	0.6070	5.8000e-004	0.0000	0.6216
Unmitigated	0.1533	4.2800e-003	0.3714	2.0000e-005		2.0600e-003	2.0600e-003		2.0600e-003	2.0600e-003	0.0000	0.6070	0.6070	5.8000e-004	0.0000	0.6216

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0114					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.1307					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0112	4.2800e-003	0.3714	2.0000e-005		2.0600e-003	2.0600e-003		2.0600e-003	2.0600e-003	0.0000	0.6070	0.6070	5.8000e-004	0.0000	0.6216
Total	0.1533	4.2800e-003	0.3714	2.0000e-005		2.0600e-003	2.0600e-003		2.0600e-003	2.0600e-003	0.0000	0.6070	0.6070	5.8000e-004	0.0000	0.6216

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6.2 Area by SubCategory**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0114					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.1307					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0112	4.2800e-003	0.3714	2.0000e-005		2.0600e-003	2.0600e-003		2.0600e-003	2.0600e-003	0.0000	0.6070	0.6070	5.8000e-004	0.0000	0.6216
Total	0.1533	4.2800e-003	0.3714	2.0000e-005		2.0600e-003	2.0600e-003		2.0600e-003	2.0600e-003	0.0000	0.6070	0.6070	5.8000e-004	0.0000	0.6216

7.0 Water Detail**7.1 Mitigation Measures Water**

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Use Water Efficient Irrigation System

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	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	10.2500	0.0617	1.5500e-003	12.2543
Unmitigated	12.1211	0.0771	1.9300e-003	14.6232

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Condo/Townhouse	2.34554 / 1.47871	12.1211	0.0771	1.9300e-003	14.6232
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		12.1211	0.0771	1.9300e-003	14.6232

Katella Assemblage Project - South Coast AQMD Air District, Annual

7.2 Water by Land Use**Mitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Condo/Townhouse	1.87644 / 1.38851	10.2500	0.0617	1.5500e-003	12.2543
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		10.2500	0.0617	1.5500e-003	12.2543

8.0 Waste Detail**8.1 Mitigation Measures Waste****Category/Year**

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	3.3615	0.1987	0.0000	8.3281
Unmitigated	3.3615	0.1987	0.0000	8.3281

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8.2 Waste by Land Use**Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Condo/Townhouse	16.56	3.3615	0.1987	0.0000	8.3281
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Total		3.3615	0.1987	0.0000	8.3281

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Condo/Townhouse	16.56	3.3615	0.1987	0.0000	8.3281
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Total		3.3615	0.1987	0.0000	8.3281

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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Katella Assemblage Project - South Coast AQMD Air District, Annual

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
----------------	--------

11.0 Vegetation

Katella Assemblage Project - South Coast AQMD Air District, Summer

Katella Assemblage Project
South Coast AQMD Air District, Summer**1.0 Project Characteristics**

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Parking Lot	23.00	Space	0.21	9,200.00	0
Condo/Townhouse	36.00	Dwelling Unit	2.35	36,000.00	103

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	9			Operational Year	2024
Utility Company	Southern California Edison				
CO2 Intensity (lb/MWhr)	534	CH4 Intensity (lb/MWhr)	0.029	N2O Intensity (lb/MWhr)	0.006

1.3 User Entered Comments & Non-Default Data

Katella Assemblage Project - South Coast AQMD Air District, Summer

Project Characteristics - CO2 Intensity Factor is 534 lb/MW/hr, based on 2019 Edison International Sustainability Report.

Land Use - 36 multi-family dwelling units. Total project area 2.1 acres. 23 guest parking spaces.

Construction Phase - Tentative construction schedule: Beginning October 2021 until completion in July 2023. Application of paving and architectural coating is assumed to overlap with the building construction phase.

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment - Trenching phase added as provided in construction schedule plan.

Demolition - Conservative estimate of 10,000 square feet of existing residential structures to be demolished and removed off site.

Grading - Grading area reduced, project site area 2.555 acres. Import of 3,000 cy of soil for grading fill over project area.

Vehicle Trips - Project Trip Generation rate of 187 ADT.

Woodstoves - No wood and gas burning stoves or fireplaces.

Energy Use - No natural gas consumption. Electricity consumption only.

Construction Off-road Equipment Mitigation - Water exposed areas three times daily for fugitive dust control per SCAQMD Rule 403.

Area Mitigation -

Energy Mitigation - Rooftop solar electricity generation homes built under 2019 building energy efficiency standards will use about 53 percent less energy than those under the 2016 standards.

Water Mitigation - Install low flow water fixtures.

Waste Mitigation -

Katella Assemblage Project - South Coast AQMD Air District, Summer

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	10.00	106.00
tblConstructionPhase	NumDays	220.00	256.00
tblConstructionPhase	NumDays	20.00	10.00
tblConstructionPhase	NumDays	6.00	40.00
tblConstructionPhase	NumDays	10.00	104.00
tblConstructionPhase	NumDays	3.00	10.00
tblEnergyUse	NT24NG	6,384.00	0.00
tblEnergyUse	T24NG	10,792.56	0.00
tblFireplaces	NumberGas	30.60	0.00
tblFireplaces	NumberNoFireplace	3.60	0.00
tblFireplaces	NumberWood	1.80	0.00
tblGrading	AcresOfGrading	20.00	2.56
tblGrading	AcresOfGrading	15.00	2.56
tblGrading	MaterialImported	0.00	3,000.00
tblLandUse	LotAcreage	2.25	2.35
tblProjectCharacteristics	CO2IntensityFactor	702.44	534
tblVehicleTrips	WD_TR	5.81	5.22
tblWoodstoves	NumberCatalytic	1.80	0.00
tblWoodstoves	NumberNoncatalytic	1.80	0.00

2.0 Emissions Summary

Katella Assemblage Project - South Coast AQMD Air District, Summer

2.1 Overall Construction (Maximum Daily Emission)**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	2.0805	22.6127	15.2233	0.0290	6.3916	1.0455	7.3155	3.3977	0.9758	4.2480	0.0000	2,884.045 1	2,884.045 1	0.7698	0.0000	2,901.552 2
2022	1.9873	19.1998	15.5053	0.0295	7.2415	0.7494	7.9909	3.6063	0.6897	4.2960	0.0000	2,870.775 1	2,870.775 1	0.6990	0.0000	2,888.250 5
2023	5.1396	23.9931	29.4466	0.0523	0.6021	1.1226	1.7247	0.1604	1.0631	1.2235	0.0000	4,936.142 2	4,936.142 2	1.0111	0.0000	4,961.418 9
Maximum	5.1396	23.9931	29.4466	0.0523	7.2415	1.1226	7.9909	3.6063	1.0631	4.2960	0.0000	4,936.142 2	4,936.142 2	1.0111	0.0000	4,961.418 9

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	2.0805	22.6127	15.2233	0.0290	2.6716	1.0455	3.5956	1.3732	0.9758	2.2235	0.0000	2,884.045 1	2,884.045 1	0.7698	0.0000	2,901.552 2
2022	1.9873	19.1998	15.5053	0.0295	3.5216	0.7494	4.2710	1.5818	0.6897	2.2715	0.0000	2,870.775 1	2,870.775 1	0.6990	0.0000	2,888.250 5
2023	5.1396	23.9931	29.4466	0.0523	0.6021	1.1226	1.7247	0.1604	1.0631	1.2235	0.0000	4,936.142 2	4,936.142 2	1.0111	0.0000	4,961.418 9
Maximum	5.1396	23.9931	29.4466	0.0523	3.5216	1.1226	4.2710	1.5818	1.0631	2.2715	0.0000	4,936.142 2	4,936.142 2	1.0111	0.0000	4,961.418 9

Katella Assemblage Project - South Coast AQMD Air District, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	52.26	0.00	43.68	56.51	0.00	41.45	0.00	0.00	0.00	0.00	0.00	0.00

Katella Assemblage Project - South Coast AQMD Air District, Summer

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	0.8680	0.0342	2.9711	1.6000e-004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e-003	0.0000	5.4815
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.3084	1.3866	4.1570	0.0170	1.4830	0.0117	1.4947	0.3968	0.0108	0.4076		1,734.274 1	1,734.274 1	0.0738		1,736.119 6
Total	1.1764	1.4208	7.1282	0.0172	1.4830	0.0281	1.5112	0.3968	0.0273	0.4241	0.0000	1,739.627 0	1,739.627 0	0.0790	0.0000	1,741.601 1

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	0.8680	0.0342	2.9711	1.6000e-004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e-003	0.0000	5.4815
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.3084	1.3866	4.1570	0.0170	1.4830	0.0117	1.4947	0.3968	0.0108	0.4076		1,734.274 1	1,734.274 1	0.0738		1,736.119 6
Total	1.1764	1.4208	7.1282	0.0172	1.4830	0.0281	1.5112	0.3968	0.0273	0.4241	0.0000	1,739.627 0	1,739.627 0	0.0790	0.0000	1,741.601 1

Katella Assemblage Project - South Coast AQMD Air District, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	10/18/2021	10/29/2021	5	10	
2	Demolition	Demolition	10/30/2021	11/12/2021	5	10	
3	Grading	Grading	11/13/2021	1/9/2022	5	40	
4	Trenching	Trenching	1/10/2022	3/29/2022	5	57	
5	Building Construction	Building Construction	4/1/2022	3/24/2023	5	256	
6	Paving	Paving	1/3/2023	5/26/2023	5	104	
7	Architectural Coating	Architectural Coating	3/1/2023	7/26/2023	5	106	

Acres of Grading (Site Preparation Phase): 2.555

Acres of Grading (Grading Phase): 2.555

Acres of Paving: 0.21

Residential Indoor: 72,900; Residential Outdoor: 24,300; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 552 (Architectural Coating – sqft)

OffRoad Equipment

Katella Assemblage Project - South Coast AQMD Air District, Summer

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Graders	1	8.00	187	0.41
Site Preparation	Scrapers	1	8.00	367	0.48
Site Preparation	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Rubber Tired Dozers	1	8.00	247	0.40
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Tractors/Loaders/Backhoes	2	7.00	97	0.37
Trenching	Excavators	1	8.00	158	0.38
Trenching	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Trenching	Trenchers	1	8.00	78	0.50
Building Construction	Cranes	1	8.00	231	0.29
Building Construction	Forklifts	2	7.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Paving	Cement and Mortar Mixers	1	8.00	9	0.56
Paving	Pavers	1	8.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Katella Assemblage Project - South Coast AQMD Air District, Summer

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Demolition	5	13.00	0.00	45.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	375.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Trenching	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	8	30.00	5.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	6.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

3.2 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.2710	0.0000	0.2710	0.0293	0.0000	0.0293			0.0000			0.0000
Off-Road	1.5463	18.2862	10.7496	0.0245		0.7019	0.7019		0.6457	0.6457		2,372.883 2	2,372.883 2	0.7674		2,392.069 2
Total	1.5463	18.2862	10.7496	0.0245	0.2710	0.7019	0.9728	0.0293	0.6457	0.6750		2,372.883 2	2,372.883 2	0.7674		2,392.069 2

Katella Assemblage Project - South Coast AQMD Air District, Summer

3.2 Site Preparation - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0338	0.0219	0.3014	8.9000e-004	0.0894	6.6000e-004	0.0901	0.0237	6.1000e-004	0.0243		88.5923	88.5923	2.3800e-003		88.6518
Total	0.0338	0.0219	0.3014	8.9000e-004	0.0894	6.6000e-004	0.0901	0.0237	6.1000e-004	0.0243		88.5923	88.5923	2.3800e-003		88.6518

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.1057	0.0000	0.1057	0.0114	0.0000	0.0114			0.0000			0.0000
Off-Road	1.5463	18.2862	10.7496	0.0245		0.7019	0.7019		0.6457	0.6457	0.0000	2,372.883 2	2,372.883 2	0.7674		2,392.069 2
Total	1.5463	18.2862	10.7496	0.0245	0.1057	0.7019	0.8076	0.0114	0.6457	0.6571	0.0000	2,372.883 2	2,372.883 2	0.7674		2,392.069 2

Katella Assemblage Project - South Coast AQMD Air District, Summer

3.2 Site Preparation - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0338	0.0219	0.3014	8.9000e-004	0.0894	6.6000e-004	0.0901	0.0237	6.1000e-004	0.0243		88.5923	88.5923	2.3800e-003		88.6518
Total	0.0338	0.0219	0.3014	8.9000e-004	0.0894	6.6000e-004	0.0901	0.0237	6.1000e-004	0.0243		88.5923	88.5923	2.3800e-003		88.6518

3.3 Demolition - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.9844	0.0000	0.9844	0.1490	0.0000	0.1490			0.0000			0.0000
Off-Road	1.9930	19.6966	14.4925	0.0241		1.0409	1.0409		0.9715	0.9715		2,322.717 1	2,322.717 1	0.5940		2,337.565 8
Total	1.9930	19.6966	14.4925	0.0241	0.9844	1.0409	2.0253	0.1490	0.9715	1.1205		2,322.717 1	2,322.717 1	0.5940		2,337.565 8

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3.3 Demolition - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0327	1.1385	0.2410	3.4500e-003	0.0786	3.5300e-003	0.0822	0.0216	3.3800e-003	0.0249		373.2928	373.2928	0.0249		373.9154
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0549	0.0356	0.4897	1.4400e-003	0.1453	1.0700e-003	0.1464	0.0385	9.9000e-004	0.0395		143.9624	143.9624	3.8700e-003		144.0592
Total	0.0875	1.1740	0.7307	4.8900e-003	0.2239	4.6000e-003	0.2285	0.0601	4.3700e-003	0.0645		517.2552	517.2552	0.0288		517.9746

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.3839	0.0000	0.3839	0.0581	0.0000	0.0581			0.0000			0.0000
Off-Road	1.9930	19.6966	14.4925	0.0241		1.0409	1.0409		0.9715	0.9715	0.0000	2,322.717 1	2,322.717 1	0.5940		2,337.565 8
Total	1.9930	19.6966	14.4925	0.0241	0.3839	1.0409	1.4248	0.0581	0.9715	1.0296	0.0000	2,322.717 1	2,322.717 1	0.5940		2,337.565 8

Katella Assemblage Project - South Coast AQMD Air District, Summer

3.3 Demolition - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0327	1.1385	0.2410	3.4500e-003	0.0786	3.5300e-003	0.0822	0.0216	3.3800e-003	0.0249		373.2928	373.2928	0.0249		373.9154
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0549	0.0356	0.4897	1.4400e-003	0.1453	1.0700e-003	0.1464	0.0385	9.9000e-004	0.0395		143.9624	143.9624	3.8700e-003		144.0592
Total	0.0875	1.1740	0.7307	4.8900e-003	0.2239	4.6000e-003	0.2285	0.0601	4.3700e-003	0.0645		517.2552	517.2552	0.0288		517.9746

3.4 Grading - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.0983	0.0000	6.0983	3.3188	0.0000	3.3188			0.0000			0.0000
Off-Road	1.8271	20.2135	9.7604	0.0206		0.9158	0.9158		0.8425	0.8425		1,995.6114	1,995.6114	0.6454		2,011.7470
Total	1.8271	20.2135	9.7604	0.0206	6.0983	0.9158	7.0141	3.3188	0.8425	4.1613		1,995.6114	1,995.6114	0.6454		2,011.7470

Katella Assemblage Project - South Coast AQMD Air District, Summer

3.4 Grading - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0680	2.3718	0.5021	7.1800e-003	0.1815	7.3500e-003	0.1889	0.0492	7.0300e-003	0.0563		777.6933	777.6933	0.0519		778.9904
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0422	0.0274	0.3767	1.1100e-003	0.1118	8.2000e-004	0.1126	0.0296	7.6000e-004	0.0304		110.7403	110.7403	2.9800e-003		110.8148
Total	0.1102	2.3992	0.8788	8.2900e-003	0.2933	8.1700e-003	0.3015	0.0789	7.7900e-003	0.0867		888.4337	888.4337	0.0549		889.8052

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.3783	0.0000	2.3783	1.2943	0.0000	1.2943			0.0000			0.0000
Off-Road	1.8271	20.2135	9.7604	0.0206		0.9158	0.9158		0.8425	0.8425	0.0000	1,995.6114	1,995.6114	0.6454		2,011.7470
Total	1.8271	20.2135	9.7604	0.0206	2.3783	0.9158	3.2941	1.2943	0.8425	2.1368	0.0000	1,995.6114	1,995.6114	0.6454		2,011.7470

Katella Assemblage Project - South Coast AQMD Air District, Summer

3.4 Grading - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0680	2.3718	0.5021	7.1800e-003	0.1815	7.3500e-003	0.1889	0.0492	7.0300e-003	0.0563		777.6933	777.6933	0.0519		778.9904
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0422	0.0274	0.3767	1.1100e-003	0.1118	8.2000e-004	0.1126	0.0296	7.6000e-004	0.0304		110.7403	110.7403	2.9800e-003		110.8148
Total	0.1102	2.3992	0.8788	8.2900e-003	0.2933	8.1700e-003	0.3015	0.0789	7.7900e-003	0.0867		888.4337	888.4337	0.0549		889.8052

3.4 Grading - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.0983	0.0000	6.0983	3.3188	0.0000	3.3188			0.0000			0.0000
Off-Road	1.5403	16.9836	9.2202	0.0206		0.7423	0.7423		0.6829	0.6829		1,995.4825	1,995.4825	0.6454		2,011.6169
Total	1.5403	16.9836	9.2202	0.0206	6.0983	0.7423	6.8406	3.3188	0.6829	4.0017		1,995.4825	1,995.4825	0.6454		2,011.6169

Katella Assemblage Project - South Coast AQMD Air District, Summer

3.4 Grading - 2022**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0646	2.1915	0.4963	7.0900e-003	1.0315	6.3200e-003	1.0378	0.2579	6.0500e-003	0.2639		768.5203	768.5203	0.0509		769.7939
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0396	0.0247	0.3484	1.0700e-003	0.1118	8.0000e-004	0.1126	0.0296	7.4000e-004	0.0304		106.7724	106.7724	2.6900e-003		106.8397
Total	0.1042	2.2162	0.8447	8.1600e-003	1.1432	7.1200e-003	1.1504	0.2875	6.7900e-003	0.2943		875.2927	875.2927	0.0536		876.6336

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.3783	0.0000	2.3783	1.2943	0.0000	1.2943			0.0000			0.0000
Off-Road	1.5403	16.9836	9.2202	0.0206		0.7423	0.7423		0.6829	0.6829	0.0000	1,995.4825	1,995.4825	0.6454		2,011.6169
Total	1.5403	16.9836	9.2202	0.0206	2.3783	0.7423	3.1206	1.2943	0.6829	1.9772	0.0000	1,995.4825	1,995.4825	0.6454		2,011.6169

Katella Assemblage Project - South Coast AQMD Air District, Summer

3.4 Grading - 2022**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0646	2.1915	0.4963	7.0900e-003	1.0315	6.3200e-003	1.0378	0.2579	6.0500e-003	0.2639		768.5203	768.5203	0.0509		769.7939
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0396	0.0247	0.3484	1.0700e-003	0.1118	8.0000e-004	0.1126	0.0296	7.4000e-004	0.0304		106.7724	106.7724	2.6900e-003		106.8397
Total	0.1042	2.2162	0.8447	8.1600e-003	1.1432	7.1200e-003	1.1504	0.2875	6.7900e-003	0.2943		875.2927	875.2927	0.0536		876.6336

3.5 Trenching - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7310	6.8323	8.0921	0.0117		0.4155	0.4155		0.3823	0.3823		1,128.2037	1,128.2037	0.3649		1,137.3258
Total	0.7310	6.8323	8.0921	0.0117		0.4155	0.4155		0.3823	0.3823		1,128.2037	1,128.2037	0.3649		1,137.3258

Katella Assemblage Project - South Coast AQMD Air District, Summer

3.5 Trenching - 2022**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0317	0.0198	0.2787	8.6000e-004	0.0894	6.4000e-004	0.0901	0.0237	5.9000e-004	0.0243		85.4179	85.4179	2.1500e-003		85.4717
Total	0.0317	0.0198	0.2787	8.6000e-004	0.0894	6.4000e-004	0.0901	0.0237	5.9000e-004	0.0243		85.4179	85.4179	2.1500e-003		85.4717

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7310	6.8323	8.0921	0.0117		0.4155	0.4155		0.3823	0.3823	0.0000	1,128.2037	1,128.2037	0.3649		1,137.3258
Total	0.7310	6.8323	8.0921	0.0117		0.4155	0.4155		0.3823	0.3823	0.0000	1,128.2037	1,128.2037	0.3649		1,137.3258

Katella Assemblage Project - South Coast AQMD Air District, Summer

3.5 Trenching - 2022**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0317	0.0198	0.2787	8.6000e-004	0.0894	6.4000e-004	0.0901	0.0237	5.9000e-004	0.0243		85.4179	85.4179	2.1500e-003		85.4717
Total	0.0317	0.0198	0.2787	8.6000e-004	0.0894	6.4000e-004	0.0901	0.0237	5.9000e-004	0.0243		85.4179	85.4179	2.1500e-003		85.4717

3.6 Building Construction - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.8555	14.6040	14.3533	0.0250		0.7022	0.7022		0.6731	0.6731		2,289.2813	2,289.2813	0.4417		2,300.3230
Total	1.8555	14.6040	14.3533	0.0250		0.7022	0.7022		0.6731	0.6731		2,289.2813	2,289.2813	0.4417		2,300.3230

Katella Assemblage Project - South Coast AQMD Air District, Summer

3.6 Building Construction - 2022**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0131	0.4527	0.1070	1.2600e-003	0.0320	8.3000e-004	0.0328	9.2100e-003	8.0000e-004	0.0100		135.0296	135.0296	7.9300e-003		135.2279
Worker	0.1188	0.0742	1.0451	3.2100e-003	0.3353	2.4000e-003	0.3377	0.0889	2.2100e-003	0.0911		320.3172	320.3172	8.0700e-003		320.5190
Total	0.1318	0.5269	1.1520	4.4700e-003	0.3673	3.2300e-003	0.3706	0.0981	3.0100e-003	0.1012		455.3467	455.3467	0.0160		455.7469

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.8555	14.6040	14.3533	0.0250		0.7022	0.7022		0.6731	0.6731	0.0000	2,289.2813	2,289.2813	0.4417		2,300.3230
Total	1.8555	14.6040	14.3533	0.0250		0.7022	0.7022		0.6731	0.6731	0.0000	2,289.2813	2,289.2813	0.4417		2,300.3230

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3.6 Building Construction - 2022**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0131	0.4527	0.1070	1.2600e-003	0.0320	8.3000e-004	0.0328	9.2100e-003	8.0000e-004	0.0100		135.0296	135.0296	7.9300e-003		135.2279
Worker	0.1188	0.0742	1.0451	3.2100e-003	0.3353	2.4000e-003	0.3377	0.0889	2.2100e-003	0.0911		320.3172	320.3172	8.0700e-003		320.5190
Total	0.1318	0.5269	1.1520	4.4700e-003	0.3673	3.2300e-003	0.3706	0.0981	3.0100e-003	0.1012		455.3467	455.3467	0.0160		455.7469

3.6 Building Construction - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7136	13.6239	14.2145	0.0250		0.6136	0.6136		0.5880	0.5880		2,289.5233	2,289.5233	0.4330		2,300.3479
Total	1.7136	13.6239	14.2145	0.0250		0.6136	0.6136		0.5880	0.5880		2,289.5233	2,289.5233	0.4330		2,300.3479

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3.6 Building Construction - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	9.7300e-003	0.3422	0.0964	1.2200e-003	0.0320	3.8000e-004	0.0324	9.2100e-003	3.7000e-004	9.5800e-003		130.9339	130.9339	6.9200e-003		131.1068
Worker	0.1117	0.0671	0.9651	3.0900e-003	0.3353	2.3400e-003	0.3377	0.0889	2.1500e-003	0.0911		308.3791	308.3791	7.2800e-003		308.5611
Total	0.1214	0.4094	1.0615	4.3100e-003	0.3673	2.7200e-003	0.3701	0.0981	2.5200e-003	0.1007		439.3129	439.3129	0.0142		439.6679

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7136	13.6239	14.2145	0.0250		0.6136	0.6136		0.5880	0.5880	0.0000	2,289.5233	2,289.5233	0.4330		2,300.3479
Total	1.7136	13.6239	14.2145	0.0250		0.6136	0.6136		0.5880	0.5880	0.0000	2,289.5233	2,289.5233	0.4330		2,300.3479

Katella Assemblage Project - South Coast AQMD Air District, Summer

3.6 Building Construction - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	9.7300e-003	0.3422	0.0964	1.2200e-003	0.0320	3.8000e-004	0.0324	9.2100e-003	3.7000e-004	9.5800e-003		130.9339	130.9339	6.9200e-003		131.1068
Worker	0.1117	0.0671	0.9651	3.0900e-003	0.3353	2.3400e-003	0.3377	0.0889	2.1500e-003	0.0911		308.3791	308.3791	7.2800e-003		308.5611
Total	0.1214	0.4094	1.0615	4.3100e-003	0.3673	2.7200e-003	0.3701	0.0981	2.5200e-003	0.1007		439.3129	439.3129	0.0142		439.6679

3.7 Paving - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.8802	8.6098	11.6840	0.0179		0.4338	0.4338		0.4003	0.4003		1,709.9926	1,709.9926	0.5420		1,723.5414
Paving	5.2900e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.8855	8.6098	11.6840	0.0179		0.4338	0.4338		0.4003	0.4003		1,709.9926	1,709.9926	0.5420		1,723.5414

Katella Assemblage Project - South Coast AQMD Air District, Summer

3.7 Paving - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0558	0.0336	0.4825	1.5500e-003	0.1677	1.1700e-003	0.1688	0.0445	1.0800e-003	0.0455		154.1895	154.1895	3.6400e-003		154.2806
Total	0.0558	0.0336	0.4825	1.5500e-003	0.1677	1.1700e-003	0.1688	0.0445	1.0800e-003	0.0455		154.1895	154.1895	3.6400e-003		154.2806

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.8802	8.6098	11.6840	0.0179		0.4338	0.4338		0.4003	0.4003	0.0000	1,709.9926	1,709.9926	0.5420		1,723.5414
Paving	5.2900e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.8855	8.6098	11.6840	0.0179		0.4338	0.4338		0.4003	0.4003	0.0000	1,709.9926	1,709.9926	0.5420		1,723.5414

Katella Assemblage Project - South Coast AQMD Air District, Summer

3.7 Paving - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0558	0.0336	0.4825	1.5500e-003	0.1677	1.1700e-003	0.1688	0.0445	1.0800e-003	0.0455		154.1895	154.1895	3.6400e-003		154.2806
Total	0.0558	0.0336	0.4825	1.5500e-003	0.1677	1.1700e-003	0.1688	0.0445	1.0800e-003	0.0455		154.1895	154.1895	3.6400e-003		154.2806

3.8 Architectural Coating - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	2.1492					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168		281.8690
Total	2.3409	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168		281.8690

Katella Assemblage Project - South Coast AQMD Air District, Summer

3.8 Architectural Coating - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0223	0.0134	0.1930	6.2000e-004	0.0671	4.7000e-004	0.0675	0.0178	4.3000e-004	0.0182		61.6758	61.6758	1.4600e-003		61.7122
Total	0.0223	0.0134	0.1930	6.2000e-004	0.0671	4.7000e-004	0.0675	0.0178	4.3000e-004	0.0182		61.6758	61.6758	1.4600e-003		61.7122

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	2.1492					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708	0.0000	281.4481	281.4481	0.0168		281.8690
Total	2.3409	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708	0.0000	281.4481	281.4481	0.0168		281.8690

Katella Assemblage Project - South Coast AQMD Air District, Summer

3.8 Architectural Coating - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0223	0.0134	0.1930	6.2000e-004	0.0671	4.7000e-004	0.0675	0.0178	4.3000e-004	0.0182		61.6758	61.6758	1.4600e-003		61.7122
Total	0.0223	0.0134	0.1930	6.2000e-004	0.0671	4.7000e-004	0.0675	0.0178	4.3000e-004	0.0182		61.6758	61.6758	1.4600e-003		61.7122

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

Katella Assemblage Project - South Coast AQMD Air District, Summer

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.3084	1.3866	4.1570	0.0170	1.4830	0.0117	1.4947	0.3968	0.0108	0.4076		1,734.274 1	1,734.274 1	0.0738		1,736.119 6
Unmitigated	0.3084	1.3866	4.1570	0.0170	1.4830	0.0117	1.4947	0.3968	0.0108	0.4076		1,734.274 1	1,734.274 1	0.0738		1,736.119 6

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Condo/Townhouse	187.92	204.12	174.24	643,381	643,381
Parking Lot	0.00	0.00	0.00		
Total	187.92	204.12	174.24	643,381	643,381

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Condo/Townhouse	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Condo/Townhouse	0.550809	0.042355	0.203399	0.115606	0.014562	0.005806	0.021810	0.035336	0.002134	0.001736	0.004891	0.000712	0.000845
Parking Lot	0.550809	0.042355	0.203399	0.115606	0.014562	0.005806	0.021810	0.035336	0.002134	0.001736	0.004891	0.000712	0.000845

Katella Assemblage Project - South Coast AQMD Air District, Summer

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Exceed Title 24

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

Katella Assemblage Project - South Coast AQMD Air District, Summer

5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Condo/Townhouse	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Condo/Townhouse	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

6.0 Area Detail**6.1 Mitigation Measures Area**

Katella Assemblage Project - South Coast AQMD Air District, Summer

No Hearths Installed

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.8680	0.0342	2.9711	1.6000e-004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e-003	0.0000	5.4815
Unmitigated	0.8680	0.0342	2.9711	1.6000e-004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e-003	0.0000	5.4815

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.0624					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.7161					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0895	0.0342	2.9711	1.6000e-004		0.0165	0.0165		0.0165	0.0165		5.3529	5.3529	5.1400e-003		5.4815
Total	0.8680	0.0342	2.9711	1.6000e-004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e-003	0.0000	5.4815

Katella Assemblage Project - South Coast AQMD Air District, Summer

6.2 Area by SubCategory**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.0624					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.7161					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0895	0.0342	2.9711	1.6000e-004		0.0165	0.0165		0.0165	0.0165		5.3529	5.3529	5.1400e-003		5.4815
Total	0.8680	0.0342	2.9711	1.6000e-004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e-003	0.0000	5.4815

7.0 Water Detail**7.1 Mitigation Measures Water**

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Use Water Efficient Irrigation System

8.0 Waste Detail**8.1 Mitigation Measures Waste**

Katella Assemblage Project - South Coast AQMD Air District, Summer

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	-----------	-------------	-------------	-----------

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	------------	-------------	-------------	-----------

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
----------------	--------	----------------	-----------------	---------------	-----------

User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

Katella Assemblage Project - South Coast AQMD Air District, Winter

Katella Assemblage Project

South Coast AQMD Air District, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Parking Lot	23.00	Space	0.21	9,200.00	0
Condo/Townhouse	36.00	Dwelling Unit	2.35	36,000.00	103

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	31
Climate Zone	9			Operational Year	2024
Utility Company	Southern California Edison				
CO2 Intensity (lb/MW hr)	534	CH4 Intensity (lb/MW hr)	0.029	N2O Intensity (lb/MW hr)	0.006

1.3 User Entered Comments & Non-Default Data

Katella Assemblage Project - South Coast AQMD Air District, Winter

Project Characteristics - CO2 Intensity Factor is 534 lb/MW/hr, based on 2019 Edison International Sustainability Report.

Land Use - 36 multi-family dwelling units. Total project area 2.1 acres. 23 guest parking spaces.

Construction Phase - Tentative construction schedule: Beginning October 2021 until completion in July 2023. Application of paving and architectural coating is assumed to overlap with the building construction phase.

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment - Trenching phase added as provided in construction schedule plan.

Demolition - Conservative estimate of 10,000 square feet of existing residential structures to be demolished and removed off site.

Grading - Grading area reduced, project site area 2.555 acres. Import of 3,000 cy of soil for grading fill over project area.

Vehicle Trips - Project Trip Generation rate of 187 ADT.

Woodstoves - No wood and gas burning stoves or fireplaces.

Energy Use - No natural gas consumption. Electricity consumption only.

Construction Off-road Equipment Mitigation - Water exposed areas three times daily for fugitive dust control per SCAQMD Rule 403.

Area Mitigation -

Energy Mitigation - Rooftop solar electricity generation homes built under 2019 building energy efficiency standards will use about 53 percent less energy than those under the 2016 standards.

Water Mitigation - Install low flow water fixtures.

Waste Mitigation -

Katella Assemblage Project - South Coast AQMD Air District, Winter

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	10.00	106.00
tblConstructionPhase	NumDays	220.00	256.00
tblConstructionPhase	NumDays	20.00	10.00
tblConstructionPhase	NumDays	6.00	40.00
tblConstructionPhase	NumDays	10.00	104.00
tblConstructionPhase	NumDays	3.00	10.00
tblEnergyUse	NT24NG	6,384.00	0.00
tblEnergyUse	T24NG	10,792.56	0.00
tblFireplaces	NumberGas	30.60	0.00
tblFireplaces	NumberNoFireplace	3.60	0.00
tblFireplaces	NumberWood	1.80	0.00
tblGrading	AcresOfGrading	20.00	2.56
tblGrading	AcresOfGrading	15.00	2.56
tblGrading	MaterialImported	0.00	3,000.00
tblLandUse	LotAcreage	2.25	2.35
tblProjectCharacteristics	CO2IntensityFactor	702.44	534
tblVehicleTrips	WD_TR	5.81	5.22
tblWoodstoves	NumberCatalytic	1.80	0.00
tblWoodstoves	NumberNoncatalytic	1.80	0.00

2.0 Emissions Summary

Katella Assemblage Project - South Coast AQMD Air District, Winter

2.1 Overall Construction (Maximum Daily Emission)**Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	2.0865	22.6435	15.1913	0.0288	6.3916	1.0456	7.3157	3.3977	0.9759	4.2481	0.0000	2,862.486 3	2,862.486 3	0.7697	0.0000	2,880.043 1
2022	1.9994	19.2256	15.4104	0.0293	7.2415	0.7495	7.9910	3.6063	0.6898	4.2961	0.0000	2,849.520 4	2,849.520 4	0.7009	0.0000	2,867.043 4
2023	5.1589	24.0016	29.2843	0.0520	0.6021	1.1226	1.7247	0.1604	1.0631	1.2235	0.0000	4,898.405 9	4,898.405 9	1.0107	0.0000	4,923.672 5
Maximum	5.1589	24.0016	29.2843	0.0520	7.2415	1.1226	7.9910	3.6063	1.0631	4.2961	0.0000	4,898.405 9	4,898.405 9	1.0107	0.0000	4,923.672 5

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2021	2.0865	22.6435	15.1913	0.0288	2.6716	1.0456	3.5957	1.3732	0.9759	2.2236	0.0000	2,862.486 3	2,862.486 3	0.7697	0.0000	2,880.043 1
2022	1.9994	19.2256	15.4104	0.0293	3.5216	0.7495	4.2711	1.5818	0.6898	2.2716	0.0000	2,849.520 4	2,849.520 4	0.7009	0.0000	2,867.043 3
2023	5.1589	24.0016	29.2843	0.0520	0.6021	1.1226	1.7247	0.1604	1.0631	1.2235	0.0000	4,898.405 9	4,898.405 9	1.0107	0.0000	4,923.672 5
Maximum	5.1589	24.0016	29.2843	0.0520	3.5216	1.1226	4.2711	1.5818	1.0631	2.2716	0.0000	4,898.405 9	4,898.405 9	1.0107	0.0000	4,923.672 5

Katella Assemblage Project - South Coast AQMD Air District, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	52.26	0.00	43.68	56.51	0.00	41.45	0.00	0.00	0.00	0.00	0.00	0.00

Katella Assemblage Project - South Coast AQMD Air District, Winter

2.2 Overall Operational**Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	0.8680	0.0342	2.9711	1.6000e-004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e-003	0.0000	5.4815
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.2921	1.4123	3.8682	0.0161	1.4830	0.0117	1.4948	0.3968	0.0109	0.4076		1,643.5718	1,643.5718	0.0737		1,645.4137
Total	1.1600	1.4466	6.8393	0.0163	1.4830	0.0282	1.5112	0.3968	0.0273	0.4241	0.0000	1,648.9247	1,648.9247	0.0788	0.0000	1,650.8952

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	0.8680	0.0342	2.9711	1.6000e-004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e-003	0.0000	5.4815
Energy	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Mobile	0.2921	1.4123	3.8682	0.0161	1.4830	0.0117	1.4948	0.3968	0.0109	0.4076		1,643.5718	1,643.5718	0.0737		1,645.4137
Total	1.1600	1.4466	6.8393	0.0163	1.4830	0.0282	1.5112	0.3968	0.0273	0.4241	0.0000	1,648.9247	1,648.9247	0.0788	0.0000	1,650.8952

Katella Assemblage Project - South Coast AQMD Air District, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Site Preparation	Site Preparation	10/18/2021	10/29/2021	5	10	
2	Demolition	Demolition	10/30/2021	11/12/2021	5	10	
3	Grading	Grading	11/13/2021	1/9/2022	5	40	
4	Trenching	Trenching	1/10/2022	3/29/2022	5	57	
5	Building Construction	Building Construction	4/1/2022	3/24/2023	5	256	
6	Paving	Paving	1/3/2023	5/26/2023	5	104	
7	Architectural Coating	Architectural Coating	3/1/2023	7/26/2023	5	106	

Acres of Grading (Site Preparation Phase): 2.555

Acres of Grading (Grading Phase): 2.555

Acres of Paving: 0.21

Residential Indoor: 72,900; Residential Outdoor: 24,300; Non-Residential Indoor: 0; Non-Residential Outdoor: 0; Striped Parking Area: 552 (Architectural Coating – sqft)

OffRoad Equipment

Katella Assemblage Project - South Coast AQMD Air District, Winter

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Site Preparation	Graders	1	8.00	187	0.41
Site Preparation	Scrapers	1	8.00	367	0.48
Site Preparation	Tractors/Loaders/Backhoes	1	7.00	97	0.37
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Rubber Tired Dozers	1	8.00	247	0.40
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Tractors/Loaders/Backhoes	2	7.00	97	0.37
Trenching	Excavators	1	8.00	158	0.38
Trenching	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Trenching	Trenchers	1	8.00	78	0.50
Building Construction	Cranes	1	8.00	231	0.29
Building Construction	Forklifts	2	7.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Paving	Cement and Mortar Mixers	1	8.00	9	0.56
Paving	Pavers	1	8.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	2	8.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Katella Assemblage Project - South Coast AQMD Air District, Winter

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Site Preparation	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Demolition	5	13.00	0.00	45.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	375.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Trenching	3	8.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	8	30.00	5.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	6.00	0.00	0.00	14.70	6.90	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Water Exposed Area

3.2 Site Preparation - 2021

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.2710	0.0000	0.2710	0.0293	0.0000	0.0293			0.0000			0.0000
Off-Road	1.5463	18.2862	10.7496	0.0245		0.7019	0.7019		0.6457	0.6457		2,372.883 2	2,372.883 2	0.7674		2,392.069 2
Total	1.5463	18.2862	10.7496	0.0245	0.2710	0.7019	0.9728	0.0293	0.6457	0.6750		2,372.883 2	2,372.883 2	0.7674		2,392.069 2

Katella Assemblage Project - South Coast AQMD Air District, Winter

3.2 Site Preparation - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0369	0.0240	0.2708	8.3000e-004	0.0894	6.6000e-004	0.0901	0.0237	6.1000e-004	0.0243		82.8534	82.8534	2.2200e-003		82.9089
Total	0.0369	0.0240	0.2708	8.3000e-004	0.0894	6.6000e-004	0.0901	0.0237	6.1000e-004	0.0243		82.8534	82.8534	2.2200e-003		82.9089

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.1057	0.0000	0.1057	0.0114	0.0000	0.0114			0.0000			0.0000
Off-Road	1.5463	18.2862	10.7496	0.0245		0.7019	0.7019		0.6457	0.6457	0.0000	2,372.883 2	2,372.883 2	0.7674		2,392.069 2
Total	1.5463	18.2862	10.7496	0.0245	0.1057	0.7019	0.8076	0.0114	0.6457	0.6571	0.0000	2,372.883 2	2,372.883 2	0.7674		2,392.069 2

Katella Assemblage Project - South Coast AQMD Air District, Winter

3.2 Site Preparation - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0369	0.0240	0.2708	8.3000e-004	0.0894	6.6000e-004	0.0901	0.0237	6.1000e-004	0.0243		82.8534	82.8534	2.2200e-003		82.9089
Total	0.0369	0.0240	0.2708	8.3000e-004	0.0894	6.6000e-004	0.0901	0.0237	6.1000e-004	0.0243		82.8534	82.8534	2.2200e-003		82.9089

3.3 Demolition - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.9844	0.0000	0.9844	0.1490	0.0000	0.1490			0.0000			0.0000
Off-Road	1.9930	19.6966	14.4925	0.0241		1.0409	1.0409		0.9715	0.9715		2,322.717 1	2,322.717 1	0.5940		2,337.565 8
Total	1.9930	19.6966	14.4925	0.0241	0.9844	1.0409	2.0253	0.1490	0.9715	1.1205		2,322.717 1	2,322.717 1	0.5940		2,337.565 8

Katella Assemblage Project - South Coast AQMD Air District, Winter

3.3 Demolition - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0336	1.1520	0.2587	3.3800e-003	0.0786	3.5800e-003	0.0822	0.0216	3.4300e-003	0.0250		366.3879	366.3879	0.0260		367.0368
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0600	0.0390	0.4401	1.3500e-003	0.1453	1.0700e-003	0.1464	0.0385	9.9000e-004	0.0395		134.6368	134.6368	3.6100e-003		134.7270
Total	0.0935	1.1910	0.6988	4.7300e-003	0.2239	4.6500e-003	0.2286	0.0601	4.4200e-003	0.0645		501.0247	501.0247	0.0296		501.7638

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.3839	0.0000	0.3839	0.0581	0.0000	0.0581			0.0000			0.0000
Off-Road	1.9930	19.6966	14.4925	0.0241		1.0409	1.0409		0.9715	0.9715	0.0000	2,322.717 1	2,322.717 1	0.5940		2,337.565 8
Total	1.9930	19.6966	14.4925	0.0241	0.3839	1.0409	1.4248	0.0581	0.9715	1.0296	0.0000	2,322.717 1	2,322.717 1	0.5940		2,337.565 8

Katella Assemblage Project - South Coast AQMD Air District, Winter

3.3 Demolition - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0336	1.1520	0.2587	3.3800e-003	0.0786	3.5800e-003	0.0822	0.0216	3.4300e-003	0.0250		366.3879	366.3879	0.0260		367.0368
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0600	0.0390	0.4401	1.3500e-003	0.1453	1.0700e-003	0.1464	0.0385	9.9000e-004	0.0395		134.6368	134.6368	3.6100e-003		134.7270
Total	0.0935	1.1910	0.6988	4.7300e-003	0.2239	4.6500e-003	0.2286	0.0601	4.4200e-003	0.0645		501.0247	501.0247	0.0296		501.7638

3.4 Grading - 2021**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.0983	0.0000	6.0983	3.3188	0.0000	3.3188			0.0000			0.0000
Off-Road	1.8271	20.2135	9.7604	0.0206		0.9158	0.9158		0.8425	0.8425		1,995.6114	1,995.6114	0.6454		2,011.7470
Total	1.8271	20.2135	9.7604	0.0206	6.0983	0.9158	7.0141	3.3188	0.8425	4.1613		1,995.6114	1,995.6114	0.6454		2,011.7470

Katella Assemblage Project - South Coast AQMD Air District, Winter

3.4 Grading - 2021**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0700	2.4000	0.5390	7.0500e-003	0.1815	7.4600e-003	0.1890	0.0492	7.1400e-003	0.0564		763.3081	763.3081	0.0541		764.6600
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0461	0.0300	0.3385	1.0400e-003	0.1118	8.2000e-004	0.1126	0.0296	7.6000e-004	0.0304		103.5668	103.5668	2.7800e-003		103.6362
Total	0.1161	2.4299	0.8775	8.0900e-003	0.2933	8.2800e-003	0.3016	0.0789	7.9000e-003	0.0868		866.8749	866.8749	0.0569		868.2962

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.3783	0.0000	2.3783	1.2943	0.0000	1.2943			0.0000			0.0000
Off-Road	1.8271	20.2135	9.7604	0.0206		0.9158	0.9158		0.8425	0.8425	0.0000	1,995.6114	1,995.6114	0.6454		2,011.7470
Total	1.8271	20.2135	9.7604	0.0206	2.3783	0.9158	3.2941	1.2943	0.8425	2.1368	0.0000	1,995.6114	1,995.6114	0.6454		2,011.7470

Katella Assemblage Project - South Coast AQMD Air District, Winter

3.4 Grading - 2021**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0700	2.4000	0.5390	7.0500e-003	0.1815	7.4600e-003	0.1890	0.0492	7.1400e-003	0.0564		763.3081	763.3081	0.0541		764.6600
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0461	0.0300	0.3385	1.0400e-003	0.1118	8.2000e-004	0.1126	0.0296	7.6000e-004	0.0304		103.5668	103.5668	2.7800e-003		103.6362
Total	0.1161	2.4299	0.8775	8.0900e-003	0.2933	8.2800e-003	0.3016	0.0789	7.9000e-003	0.0868		866.8749	866.8749	0.0569		868.2962

3.4 Grading - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.0983	0.0000	6.0983	3.3188	0.0000	3.3188			0.0000			0.0000
Off-Road	1.5403	16.9836	9.2202	0.0206		0.7423	0.7423		0.6829	0.6829		1,995.4825	1,995.4825	0.6454		2,011.6169
Total	1.5403	16.9836	9.2202	0.0206	6.0983	0.7423	6.8406	3.3188	0.6829	4.0017		1,995.4825	1,995.4825	0.6454		2,011.6169

Katella Assemblage Project - South Coast AQMD Air District, Winter

3.4 Grading - 2022**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0665	2.2150	0.5315	6.9600e-003	1.0315	6.4200e-003	1.0379	0.2579	6.1400e-003	0.2640		754.1843	754.1843	0.0530		755.5101
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0434	0.0271	0.3125	1.0000e-003	0.1118	8.0000e-004	0.1126	0.0296	7.4000e-004	0.0304		99.8537	99.8537	2.5100e-003		99.9163
Total	0.1098	2.2420	0.8440	7.9600e-003	1.1432	7.2200e-003	1.1505	0.2875	6.8800e-003	0.2944		854.0380	854.0380	0.0555		855.4264

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					2.3783	0.0000	2.3783	1.2943	0.0000	1.2943			0.0000			0.0000
Off-Road	1.5403	16.9836	9.2202	0.0206		0.7423	0.7423		0.6829	0.6829	0.0000	1,995.4825	1,995.4825	0.6454		2,011.6169
Total	1.5403	16.9836	9.2202	0.0206	2.3783	0.7423	3.1206	1.2943	0.6829	1.9772	0.0000	1,995.4825	1,995.4825	0.6454		2,011.6169

Katella Assemblage Project - South Coast AQMD Air District, Winter

3.4 Grading - 2022**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0665	2.2150	0.5315	6.9600e-003	1.0315	6.4200e-003	1.0379	0.2579	6.1400e-003	0.2640		754.1843	754.1843	0.0530		755.5101
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0434	0.0271	0.3125	1.0000e-003	0.1118	8.0000e-004	0.1126	0.0296	7.4000e-004	0.0304		99.8537	99.8537	2.5100e-003		99.9163
Total	0.1098	2.2420	0.8440	7.9600e-003	1.1432	7.2200e-003	1.1505	0.2875	6.8800e-003	0.2944		854.0380	854.0380	0.0555		855.4264

3.5 Trenching - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7310	6.8323	8.0921	0.0117		0.4155	0.4155		0.3823	0.3823		1,128.2037	1,128.2037	0.3649		1,137.3258
Total	0.7310	6.8323	8.0921	0.0117		0.4155	0.4155		0.3823	0.3823		1,128.2037	1,128.2037	0.3649		1,137.3258

Katella Assemblage Project - South Coast AQMD Air District, Winter

3.5 Trenching - 2022**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0347	0.0217	0.2500	8.0000e-004	0.0894	6.4000e-004	0.0901	0.0237	5.9000e-004	0.0243		79.8829	79.8829	2.0100e-003		79.9331
Total	0.0347	0.0217	0.2500	8.0000e-004	0.0894	6.4000e-004	0.0901	0.0237	5.9000e-004	0.0243		79.8829	79.8829	2.0100e-003		79.9331

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7310	6.8323	8.0921	0.0117		0.4155	0.4155		0.3823	0.3823	0.0000	1,128.2037	1,128.2037	0.3649		1,137.3258
Total	0.7310	6.8323	8.0921	0.0117		0.4155	0.4155		0.3823	0.3823	0.0000	1,128.2037	1,128.2037	0.3649		1,137.3258

Katella Assemblage Project - South Coast AQMD Air District, Winter

3.5 Trenching - 2022**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0347	0.0217	0.2500	8.0000e-004	0.0894	6.4000e-004	0.0901	0.0237	5.9000e-004	0.0243		79.8829	79.8829	2.0100e-003		79.9331
Total	0.0347	0.0217	0.2500	8.0000e-004	0.0894	6.4000e-004	0.0901	0.0237	5.9000e-004	0.0243		79.8829	79.8829	2.0100e-003		79.9331

3.6 Building Construction - 2022**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.8555	14.6040	14.3533	0.0250		0.7022	0.7022		0.6731	0.6731		2,289.2813	2,289.2813	0.4417		2,300.3230
Total	1.8555	14.6040	14.3533	0.0250		0.7022	0.7022		0.6731	0.6731		2,289.2813	2,289.2813	0.4417		2,300.3230

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3.6 Building Construction - 2022**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0137	0.4509	0.1198	1.2300e-003	0.0320	8.6000e-004	0.0329	9.2100e-003	8.2000e-004	0.0100		131.0971	131.0971	8.5100e-003		131.3100
Worker	0.1301	0.0812	0.9374	3.0100e-003	0.3353	2.4000e-003	0.3377	0.0889	2.2100e-003	0.0911		299.5610	299.5610	7.5200e-003		299.7489
Total	0.1439	0.5321	1.0572	4.2400e-003	0.3673	3.2600e-003	0.3706	0.0981	3.0300e-003	0.1012		430.6581	430.6581	0.0160		431.0589

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.8555	14.6040	14.3533	0.0250		0.7022	0.7022		0.6731	0.6731	0.0000	2,289.2813	2,289.2813	0.4417		2,300.3230
Total	1.8555	14.6040	14.3533	0.0250		0.7022	0.7022		0.6731	0.6731	0.0000	2,289.2813	2,289.2813	0.4417		2,300.3230

Katella Assemblage Project - South Coast AQMD Air District, Winter

3.6 Building Construction - 2022**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0137	0.4509	0.1198	1.2300e-003	0.0320	8.6000e-004	0.0329	9.2100e-003	8.2000e-004	0.0100		131.0971	131.0971	8.5100e-003		131.3100
Worker	0.1301	0.0812	0.9374	3.0100e-003	0.3353	2.4000e-003	0.3377	0.0889	2.2100e-003	0.0911		299.5610	299.5610	7.5200e-003		299.7489
Total	0.1439	0.5321	1.0572	4.2400e-003	0.3673	3.2600e-003	0.3706	0.0981	3.0300e-003	0.1012		430.6581	430.6581	0.0160		431.0589

3.6 Building Construction - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7136	13.6239	14.2145	0.0250		0.6136	0.6136		0.5880	0.5880		2,289.5233	2,289.5233	0.4330		2,300.3479
Total	1.7136	13.6239	14.2145	0.0250		0.6136	0.6136		0.5880	0.5880		2,289.5233	2,289.5233	0.4330		2,300.3479

Katella Assemblage Project - South Coast AQMD Air District, Winter

3.6 Building Construction - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0103	0.3400	0.1059	1.1900e-003	0.0320	4.0000e-004	0.0324	9.2100e-003	3.9000e-004	9.6000e-003		127.1808	127.1808	7.3700e-003		127.3651
Worker	0.1227	0.0734	0.8640	2.8900e-003	0.3353	2.3400e-003	0.3377	0.0889	2.1500e-003	0.0911		288.3889	288.3889	6.7700e-003		288.5583
Total	0.1330	0.4135	0.9699	4.0800e-003	0.3673	2.7400e-003	0.3701	0.0981	2.5400e-003	0.1007		415.5698	415.5698	0.0141		415.9234

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.7136	13.6239	14.2145	0.0250		0.6136	0.6136		0.5880	0.5880	0.0000	2,289.5233	2,289.5233	0.4330		2,300.3479
Total	1.7136	13.6239	14.2145	0.0250		0.6136	0.6136		0.5880	0.5880	0.0000	2,289.5233	2,289.5233	0.4330		2,300.3479

Katella Assemblage Project - South Coast AQMD Air District, Winter

3.6 Building Construction - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0103	0.3400	0.1059	1.1900e-003	0.0320	4.0000e-004	0.0324	9.2100e-003	3.9000e-004	9.6000e-003		127.1808	127.1808	7.3700e-003		127.3651
Worker	0.1227	0.0734	0.8640	2.8900e-003	0.3353	2.3400e-003	0.3377	0.0889	2.1500e-003	0.0911		288.3889	288.3889	6.7700e-003		288.5583
Total	0.1330	0.4135	0.9699	4.0800e-003	0.3673	2.7400e-003	0.3701	0.0981	2.5400e-003	0.1007		415.5698	415.5698	0.0141		415.9234

3.7 Paving - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.8802	8.6098	11.6840	0.0179		0.4338	0.4338		0.4003	0.4003		1,709.9926	1,709.9926	0.5420		1,723.5414
Paving	5.2900e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.8855	8.6098	11.6840	0.0179		0.4338	0.4338		0.4003	0.4003		1,709.9926	1,709.9926	0.5420		1,723.5414

Katella Assemblage Project - South Coast AQMD Air District, Winter

3.7 Paving - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0614	0.0367	0.4320	1.4500e-003	0.1677	1.1700e-003	0.1688	0.0445	1.0800e-003	0.0455		144.1945	144.1945	3.3900e-003		144.2792
Total	0.0614	0.0367	0.4320	1.4500e-003	0.1677	1.1700e-003	0.1688	0.0445	1.0800e-003	0.0455		144.1945	144.1945	3.3900e-003		144.2792

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.8802	8.6098	11.6840	0.0179		0.4338	0.4338		0.4003	0.4003	0.0000	1,709.9926	1,709.9926	0.5420		1,723.5414
Paving	5.2900e-003					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.8855	8.6098	11.6840	0.0179		0.4338	0.4338		0.4003	0.4003	0.0000	1,709.9926	1,709.9926	0.5420		1,723.5414

Katella Assemblage Project - South Coast AQMD Air District, Winter

3.7 Paving - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0614	0.0367	0.4320	1.4500e-003	0.1677	1.1700e-003	0.1688	0.0445	1.0800e-003	0.0455		144.1945	144.1945	3.3900e-003		144.2792
Total	0.0614	0.0367	0.4320	1.4500e-003	0.1677	1.1700e-003	0.1688	0.0445	1.0800e-003	0.0455		144.1945	144.1945	3.3900e-003		144.2792

3.8 Architectural Coating - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	2.1492					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168		281.8690
Total	2.3409	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168		281.8690

Katella Assemblage Project - South Coast AQMD Air District, Winter

3.8 Architectural Coating - 2023**Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0245	0.0147	0.1728	5.8000e-004	0.0671	4.7000e-004	0.0675	0.0178	4.3000e-004	0.0182		57.6778	57.6778	1.3500e-003		57.7117
Total	0.0245	0.0147	0.1728	5.8000e-004	0.0671	4.7000e-004	0.0675	0.0178	4.3000e-004	0.0182		57.6778	57.6778	1.3500e-003		57.7117

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	2.1492					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708	0.0000	281.4481	281.4481	0.0168		281.8690
Total	2.3409	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708	0.0000	281.4481	281.4481	0.0168		281.8690

Katella Assemblage Project - South Coast AQMD Air District, Winter

3.8 Architectural Coating - 2023**Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000		0.0000
Worker	0.0245	0.0147	0.1728	5.8000e-004	0.0671	4.7000e-004	0.0675	0.0178	4.3000e-004	0.0182		57.6778	57.6778	1.3500e-003		57.7117
Total	0.0245	0.0147	0.1728	5.8000e-004	0.0671	4.7000e-004	0.0675	0.0178	4.3000e-004	0.0182		57.6778	57.6778	1.3500e-003		57.7117

4.0 Operational Detail - Mobile**4.1 Mitigation Measures Mobile**

Katella Assemblage Project - South Coast AQMD Air District, Winter

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.2921	1.4123	3.8682	0.0161	1.4830	0.0117	1.4948	0.3968	0.0109	0.4076		1,643.5718	1,643.5718	0.0737		1,645.4137
Unmitigated	0.2921	1.4123	3.8682	0.0161	1.4830	0.0117	1.4948	0.3968	0.0109	0.4076		1,643.5718	1,643.5718	0.0737		1,645.4137

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Condo/Townhouse	187.92	204.12	174.24	643,381	643,381
Parking Lot	0.00	0.00	0.00		
Total	187.92	204.12	174.24	643,381	643,381

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Condo/Townhouse	14.70	5.90	8.70	40.20	19.20	40.60	86	11	3
Parking Lot	16.60	8.40	6.90	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Condo/Townhouse	0.550809	0.042355	0.203399	0.115606	0.014562	0.005806	0.021810	0.035336	0.002134	0.001736	0.004891	0.000712	0.000845
Parking Lot	0.550809	0.042355	0.203399	0.115606	0.014562	0.005806	0.021810	0.035336	0.002134	0.001736	0.004891	0.000712	0.000845

Katella Assemblage Project - South Coast AQMD Air District, Winter

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

Exceed Title 24

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
NaturalGas Unmitigated	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

Katella Assemblage Project - South Coast AQMD Air District, Winter

5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Condo/Townhouse	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Condo/Townhouse	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000

6.0 Area Detail**6.1 Mitigation Measures Area**

Katella Assemblage Project - South Coast AQMD Air District, Winter

No Hearths Installed

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	0.8680	0.0342	2.9711	1.6000e-004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e-003	0.0000	5.4815
Unmitigated	0.8680	0.0342	2.9711	1.6000e-004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e-003	0.0000	5.4815

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.0624					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.7161					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0895	0.0342	2.9711	1.6000e-004		0.0165	0.0165		0.0165	0.0165		5.3529	5.3529	5.1400e-003		5.4815
Total	0.8680	0.0342	2.9711	1.6000e-004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e-003	0.0000	5.4815

Katella Assemblage Project - South Coast AQMD Air District, Winter

6.2 Area by SubCategory**Mitigated**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.0624					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.7161					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Hearth	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	0.0895	0.0342	2.9711	1.6000e-004		0.0165	0.0165		0.0165	0.0165		5.3529	5.3529	5.1400e-003		5.4815
Total	0.8680	0.0342	2.9711	1.6000e-004		0.0165	0.0165		0.0165	0.0165	0.0000	5.3529	5.3529	5.1400e-003	0.0000	5.4815

7.0 Water Detail**7.1 Mitigation Measures Water**

Install Low Flow Bathroom Faucet

Install Low Flow Kitchen Faucet

Install Low Flow Toilet

Install Low Flow Shower

Use Water Efficient Irrigation System

8.0 Waste Detail**8.1 Mitigation Measures Waste**

Katella Assemblage Project - South Coast AQMD Air District, Winter

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	-----------	-------------	-------------	-----------

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	------------	-------------	-------------	-----------

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
----------------	--------	----------------	-----------------	---------------	-----------

User Defined Equipment

Equipment Type	Number
----------------	--------

11.0 Vegetation

ATTACHMENT F

**HISTORIC EVALUATION MEMORANDUM
(LSA, FEBRUARY 2021)**



MEMORANDUM

DATE: February 23, 2021

To: Shelby Cramton, Senior Environmental Planner, LSA

FROM: Laura Carias, M.A., Architectural Historian, LSA

SUBJECT: Historical Evaluation of 7401/7421 Katella Avenue, City of Stanton, California
(LSA Project Number KBH2001)

As part of the environmental review process, a historical evaluation of the properties located at 7401 Katella Avenue (Assessor's Parcel Number [APN] 079-371-26) and 7421 Katella Avenue (APN 079-371-27) in Stanton, California, has been completed. The evaluations were documented on Department of Parks and Recreation (DPR) 523A (Primary Record) and 523B (Building, Structure, and Object Record) forms and the properties were identified on DPR Location Maps.

As a result of the evaluations, which included archival research and intensive-level field surveys, it was determined that neither property appears to be eligible for listing in the California Register of Historical Resources under any criteria. To be considered eligible, the property must be associated with events that have made a significant contribution to the broad patterns of local or regional history or the cultural heritage of California or the United States; be associated with the lives of persons important to local, California or national history; embody the distinctive characteristics of a type, period, region, or method of construction or represents the work of a master or possesses high artistic values; or have yielded, or have the potential to yield, information important to the prehistory or history of the local area, California, or the nation. The subject properties are not representative of a significant historical event or associated with any historically significant people. The architecture for 7401 Katella is unremarkable and no architect or builder was found. The residence at 7421 Katella does have a defined architectural style (Ranch); however, neither an architect nor a builder was found and the property is in poor condition. Considering the poor condition of the property, it was concluded that there are better representations of the Ranch Style in the City of Stanton.

For these reasons, neither property at 7401 nor 7421 Katella Avenue in Stanton qualifies as a "historical resource" as defined by the California Environmental Quality Act (CEQA) and, for purposes of this project, the City may make a finding of "no impact" with regard to historical resources.

Attachment: DPR forms

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary # _____
HRI # _____
Trinomial _____
NRHP Status Code 6Z

Other Listings _____
Review Code _____ Reviewer _____ Date _____

Page 1 of 7

Resource Name or #: 7401 Katella Avenue, Stanton, CA 90680

P1. Other Identifier: _____

*P2. Location: ☐ Not for Publication ☒ Unrestricted *a. County: Orange and (P2b and P2c or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad: Los Alamitos Date: 1981 T 04S; R 11W; S.B.B.M.

c. Address: 7401 Katella Avenue City: Stanton Zip: 90680

d. UTM: Zone: 11; _____mE/ _____mN (G.P.S.)

e. Other Locational Data: (e.g., parcel #, directions to resource, etc., as appropriate): Assessor Parcel Number (APN) -079-371-26

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

The subject property is a one-story, multi-family residence in the Minimal Traditional style located on the north side of Katella Avenue just west of Western Avenue. It sits on a concrete slab foundation and has an L-shaped floor plan with a southern projection to the west. The subject property features a cross-hip roof with moderately overhanging eaves and exposed rafters. The south facing facade is asymmetrical and is clad with smooth trowel stucco and brick veneer at the western projection. An entrance to each residence is located on the south facing façade. The entrance to the east is located beneath a secondary shed roof supported by three wood posts and consists of a contemporary paneled door. The second entrance is located at the western projection and also has a contemporary paneled door. Windows at the façade consist of a combination of metal sash casement windows, aluminum sliding windows and vinyl sash sliding windows; two of the windows have been modified to accommodate AC units. Windows on the other elevations are also a combination of the above. There is a secondary ancillary unit to the north with metal roll up doors. The vegetation is overgrown and the parcel is full of broken down cars and other debris. The property is in poor condition.

*P3b. Resource Attributes: (List attributes and codes) HP3. Multiple family property

*P4. Resources Present: ☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)

P5a. Photo or Drawing (Photo required for buildings, structures, and objects.)

Figure 1.



See Continuation Sheet

P5b. Description of Photo: (View, date, accession #) South elevation, view north

*P6. Date Constructed/Age and Sources: ☒ Historic ☐ Prehistoric ☐ Both
Circa 1956-1968, UCSB aerial photographs

*P7. Owner and Address:
Melinda Wallace
10405 Stratton Ct.
Cypress, CA 90630

*P8. Recorded by: (Name, affiliation, and address)
Laura Carias, M.A.
LSA Associates, Inc.
1500 Iowa Avenue, Suite 200
Riverside, CA 92507

*P9. Date Recorded:
February 2021

*P10. Survey Type: (Describe) CEQA compliance intensive pedestrian survey

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") None

*Attachments: ☐ NONE ☒ Location Map ☐ Sketch Map ☒ Continuation Sheet ☒ Building, Structure, and Object Record
☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record
☐ Artifact Record ☐ Photograph Record ☐ Other (List):

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of 7

*NRHP Status Code 6Z

*Resource Name or # (Assigned by recorder) 7401 Katella Avenue, Stanton, CA 90680

B1. Historic Name: N/A

B2. Common Name: N/A

B3. Original Use: Single family residence

B4. Present Use: Single family residence

*B5. Architectural Style: Minimal Traditional

*B6. Construction History: (Construction date, alterations, and date of alterations)

Only one building permit was located for this property and it was for a structure constructed in 1935. After reviewing available historic aerial photographs, it was determined that the single-family residence currently on site was constructed sometime between 1956 and 1968.

*B7. Moved? ☒ No ☐ Yes ☐ Unknown Date: _____

Original Location: _____

*B8. Related Features:

A

B9a. Architect: None found

b. Builder: None found

*B10. Significance: Theme: Architecture

Area: Stanton

Period of Significance: 1935

Property Type: Single-family residence

Applicable Criteria: N/A

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

In summary, the project area is developed with a Minimal Traditional-style multi-family residence constructed in 1935. Although the Minimal Traditional style of architecture is known for its lack of ornamentation, this property has been highly altered and no longer conveys sufficient character-defining features. There are no known significant events or figures associated with the property and therefore it is not eligible for listing in the California Register of Historical Resources. (*continued page 3*)

B11. Additional Resource Attributes: (List attributes and codes)

*B12. References: *See continuation sheet*

B13. Remarks:

*B14. Evaluator: Laura Carias, M.A., LSA Associates, Inc., 1500 Iowa Avenue, Suite 200, Riverside, CA 92507

*Date of Evaluation: February 2021

(Sketch Map with north arrow required.)

Refer to Location Map

(This space reserved for official comments.)

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 7 *Resource Name or #: (Assigned by recorder) 7401 Katella Avenue, Stanton, CA 90680
*Recorded by LSA Associates, Inc. *Date: February 12, 2021 X Continuation _____ Update

P5. Photos



Figure 2: South elevation, western projection, view north (LSA 2021)



Figure 3: South elevation, east end, view north (LSA 2021)



Figure 4: East elevation, view west (LSA 2021)



Figure 5: North elevation, view southwest (LSA 2021)

See Continuation Sheet

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary # _____
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Trinomial _____

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*Recorded by LSA Associates, Inc. *Date: February 12, 2021 X Continuation Update



Figure 6: West elevation, view north (LSA 2021)



Figure 7: Ancillary unit, east (left) and north (right) elevation, view south west (LSA 2021)

***B10. Significance continued from page 2:**

Historic Context:

If railroads brought people across the county, then light rail lines helped those living in rural areas connect with urban areas. The Los Angeles Interurban Railway began service in 1905 operating through large areas in Los Angeles and Orange counties. The Santa Ana line that split from the Long Beach line served the communities of Garden Grove and Stanton thus allowing far reached rural communities reliable access to larger cities such as Los Angeles (Pacific Electric n.d.). The Santa Ana line served Stanton until 1950 when the line was cut at the city of Bellflower leaving residents between Bellflower and Santa Ana to find their own methods of transportation into Los Angeles (Pacific Electric n.d.).

The City of Stanton was originally incorporated in 1911 in response to the City of Anaheim's proposal to create a sewer farm on ranch land within the community (OrangeCounty.net 2018). According to a news article the day of the vote, in January 1911, Anaheim "secretly obtained an option upon seventy-five acres of land owned by J.M. Gilbert, whose residence is at Compton ... After Anaheim voted \$90,000 in bonds for a new sewer farm, the City Trustees let the cat out of the bag as to where the farm would be located" and instantly the 750 residents of that area protested the sewer farm (*Los Angeles Times* 1911a). At the time, the area consisted of a few small crossroads communities called Benedict, Clair, Hansen, and Magnolia (Brigandi 2019). The land proposed for the sewer farm was "pretty well surrounded by 500 acres owned by Phil A. Stanton of Los Angeles" (Ibid). Stanton, a real estate developer and politician who served in the California State Assembly from 1903 to 1910 including a term as Speaker of the Assembly, soon joined the opposition and, in appreciation the ranchers proposed calling the united communities Stanton (Online Archive of California n.d.; *Los Angeles Times* 1911a). On May 23, 1911, 143 ballots were cast resulting in a vote for incorporation and "the city of Stanton, comprising 7000 acres west of Anaheim, jumped upon the map" (*Los Angeles Times* 1911b). The new city officials promptly passed "ordinances prohibiting the establishment of sewer farms, or the use of sewage or sewer water for any purposes, within the limits of the city" (*Los Angeles Times* 1911c). Although Anaheim fought both the election and the new ordinances, all were upheld (Brigandi 2019). "Benedict, located near the Pacific Electric tracks at Beach and Katella [approximately one half mile southeast of the subject property], changed its name to Stanton, and some development followed" including a post office and a newspaper (Brigandi 2019). In July 1924, with the sewer farm issue long since resolved and no other major issues of concern on the horizon, about 325 voters voted for the disincorporation of Stanton (*Los Angeles Times* 1924; *Long Beach Press* 1924).

The community of Stanton remained unincorporated until 1956 when its residents once again felt threatened by neighboring cities and a petition for incorporation began circulating (*Los Angeles Times* 1956a). According to G.W. Irwin and Edwin Evans, leaders of the movement for incorporation, "Stanton seeks to incorporate a six-square-mile area bounded by Knott, Lincoln, Magnolia and Chapman Aves" because if the area stays unincorporated, it will "either be swallowed by other cities or will become an island, entirely surrounded by other cities and cut off from other county territory" (*Los Angeles Times* 1956a). (See Continuation Sheet)

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary # _____
HRI # _____
Trinomial _____

Page 5 of 7 *Resource Name or #: (Assigned by recorder) 7401 Katella Avenue, Stanton, CA 90680

*Recorded by LSA Associates, Inc. *Date: February 12, 2021 X Continuation Update

According to Evans "The proposed Dairy City ...blocks us on the west ... Buena Park is grabbing all the territory to the northwest and north and maybe the east. Anaheim proposes to extend its boundaries right up to our eastern doorsteps. And we may have to fight Garden Grove for territory to our southeast" (Ibid.). Feeling the pressure of the post-war residential construction boom, communities were driven to annex more and more land. The County reported several shopping centers planned for the Stanton area in addition to the "many large subdivisions" either completed or in the construction or planning stages (Ibid.). In response to "numerous protestors" County Supervisors significantly reduced the proposed city boundaries "by clipping five square miles off the territory" and making it "two miles long in a north-south direction. The northern boundary" being "600 feet south of Ball Road and the southern extremity" being "Chapman Ave. State Highway 39 [Beach Boulevard] will be at the west edge or the northern section of the city and east of the southern portion" (*Los Angeles Times* 1956b). The irregular eastern boundary generally followed Dale Avenue south to Cerritos Avenue, then jogged west to Fern Avenue, then south to Orangewood Avenue where it jogged west again and then turned south to Chapman (Ibid.). The city boundaries did not include the subject property (the area around the subject property was annexed in 1960, about nine years before its construction), which is approximately one half mile west of Highway 39, but it did include most of the old town of Stanton and about 1,300 people (Ibid.; *Los Angeles Times* 1960; Brigandi 2019). Much of the areas proposed for new residential were eliminated from the boundaries (Ibid.).

On June 18, 1956, the five-man City Council was sworn in, making the new city official (*Los Angeles Times* 1956c). Local businessman Victor Zuniga was elected mayor (Brigandi 2019). In September 1956, the new city and the County Supervisors approved the rezoning of property just outside Stanton from multifamily to light industrial, paving the way for the industrialization of a section south of Stanton (*Long Beach Independent* 1956). By 1960, Stanton's population had grown by nearly 900 percent (about 12,000 people) and its area had tripled (Brigandi 2019). Today, Stanton remains about the size it was in 1960, but has a population of about 38,000 (Brigandi 2019).

Site Specific

According to the City of Stanton, the property has a construction date of 1935. Review of available historic aerial photographs from 1931, 1938, 1956, 1968, and 1977 do not show the existing building in its current location until the 1968 aerial (UCSB 1931, 1938, 1956, 1968, 1977). The 1938 aerials shows the current city block as completely bare; a building appears in the 1956 aerial, but it does not resemble what is on site today in floorplan or location. The subject property is first seen in the 1968 aerial. The aerial indicates that the subject property was developed in a populated area (UCSB 1968). There was a U-shaped driveway at the southern border of the parcel, but was removed sometime before 1977 when Katella Avenue was widened (UCSB 1977).

Architecture Context

The Minimal Traditional style developed during the Depression to meet the minimum threshold in space and amenities required by the Federal Housing Administration (Hise 1997). It is a compromise style that reflects the forms of Eclectic and traditional styles without the decorative detailing (McAlester 2013). Residences in this style are typically one story and demonstrate an economy of materials and design with lower roof pitches and narrower eaves and are relatively small. Many suggest styles that were popular in prior decades such as Tudor Revival, while others are modest versions the California Ranch style that gained favor in the post-WWII period. Minimal Traditional residences frequently have an attached garage, but detached garages are also common, especially where the residence is an infill construction among early 20th century styles. Construction of homes in this style commonly overlap with the post-WWII era, creating a broad transition from the Craftsman and Eclectic styles of the early 20th century to the tracts of California Ranch homes of the post-WWII period.

Character-defining features of the Minimal Traditional style include a rectangular or L-shaped massing topped by a low-pitched hipped or cross-gable roof with narrow eaves featuring a variety of simple decorative treatments (exposed rafter tails, boxed eaves, plain fascia), stucco wall cladding, and less commonly, wood clapboard, wood-framed double-hung windows, and a front stoop entry (as opposed to a full or partial-width porch).

Significance Evaluation

Under Criterion 1, the subject property is most closely associated with development in Stanton after its incorporation in 1956 and further annexation of its surrounding area in 1960. However, the property is not part of a tract or a larger development that made significant contributions to the broad patterns of local history and does not appear eligible for listing in the California Register of Historical Resources under Criterion 1. (See Continuation Sheet)

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary # _____
HRI # _____
Trinomial _____

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*Recorded by LSA Associates, Inc. *Date: February 12, 2021 X Continuation _____ Update _____

Under Criterion 2, no known names were found or associated with this subject property. Therefore, the subject property is not eligible under CRHR under Criterion 2.

Under Criterion 3, the property would need to be a representative example of an architectural style and embody distinctive characteristics of a type, period, or region or method of construction or represent the work of a master or possess high artistic values. The subject property has been highly altered and lacks integrity of materials, workmanship, and design and therefore is not eligible under Criterion 3.

Under Criterion 4, the single-family residence as constructed using common materials and construction practices. It does not have the potential to yield information important to the history or prehistory of the local area, California, or the nation and therefore not eligible under Criterion 4.

B12. References: (continued from page 2)

Brigandi, Phil

2019 The Two Cities of Stanton. Accessed online in December 2019 at: <https://www.ochistoryland.com/stanton>.

City of Stanton

Var. Building permits for 7401 Katella Avenue provided by city staff in February 2021.

Hess, Alan,

2004 The Ranch House. Harry N. Abrams, Incorporated, New York,

Hise, Greg,

1997 Magnetic Los Angeles: Planning the Twentieth Century Metropolis. Baltimore and London, The Johns Hopkins University Press.

Historicaerials.com

Var. Historic aerial photographs of the project area accessed online in February 2021 at: <https://www.historicaerials.com/viewer>.

Long Beach Independent

1956 Supervisors OK Industrialization of Stanton Area. September 13, page 25.

Long Beach Press

1924 Disincorporators Win; Stanton to Dissolve as Municipality. July 31, page 46.

Los Angeles Times

1911a Making a City To Block One. May 23, page 6.

1911b Stanton Gets Place On Map. May 24, page 17.

1911c Stanton Confident of Issue. July 4, page 15.

1924 No Chance of Losing Election. July 24, page 22.

1956a Stanton Pushing for Incorporation. January 1, page 112.

1956b Thursday Deadline for Stanton City Filings. March 18, page 176.

1956c Stanton Becomes City. June 19, page 64.

1960 Annexations Win County Approval. September 11, page 158.

McAlester and Lee McAlester

1984 A Field Guide to American Houses. (Alfred A. Knopf, New York, 1984).

Pacific Electric

n.d. Santa Ana Line. Accessed February 15, 2021 online at: <http://www.erha.org/pessa.htm>.

Online Archives of California

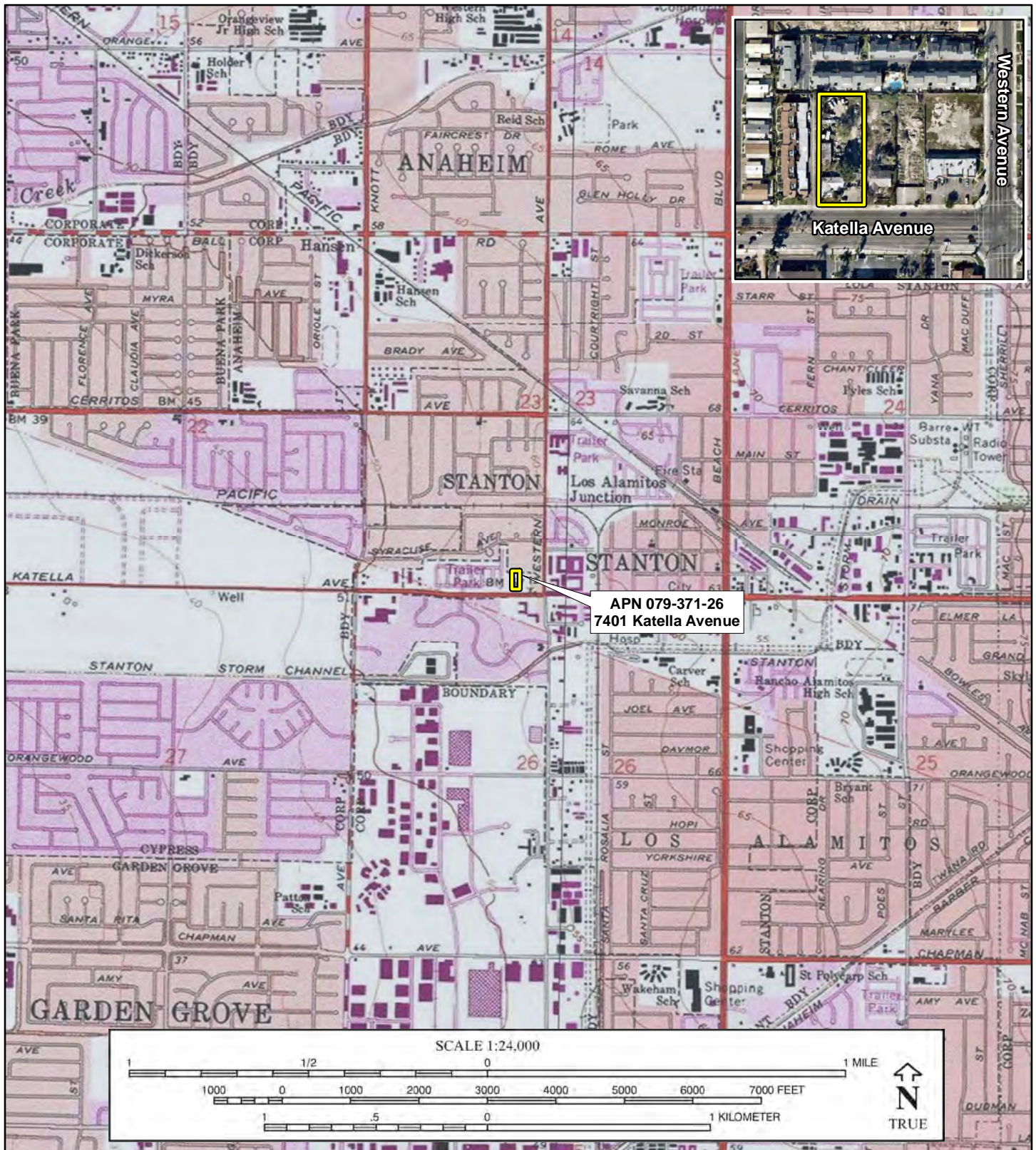
n.d. Phillip Ackley Stanton: Finding Aid. Accessed online in December 2019 at: https://oac.cdlib.org/findaid/ark:/13030/kt1489r8kb/entire_text/.

OrangeCounty.net

2018 History of Stanton, California. Accessed online in December 2019 at: https://www.orangecounty.net/cities/Stanton_history.html.

University of California, Santa Barbara Historic Aerial Photographs.

Var. Historic aerial photographs of the project area accessed online in February 2021 at: https://mil.library.ucsb.edu/ap_indexes/FrameFinder/



State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary # _____
HRI # _____
Trinomial _____
NRHP Status Code 6Z

Other Listings _____
Review Code _____ Reviewer _____ Date _____

Page 1 of 7

Resource Name or #: 7421 Katella Avenue, Stanton, California 90680

P1. Other Identifier: _____

*P2. Location: ☐ Not for Publication ☒ Unrestricted *a. County: Orange and (P2b and P2c or P2d. Attach a Location Map as necessary.)

*b. USGS 7.5' Quad: Los Alamitos Date: 1981 T 04S ; R 11W; S.B.B.M.

c. Address: 7421 Katella Avenue City: Stanton Zip: 90680

d. UTM: Zone: 11; _____ mE/ _____ mN (G.P.S.)

e. Other Locational Data: (e.g., parcel #, directions to resource, etc., as appropriate): Assessor's Parcel Number (APN) 079-371-27

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

The subject property is a one-story, Ranch-style single-family residence located on the north side of Katella Avenue just west of Western Avenue. It sits on a concrete slab foundation and has an L-shaped floor plan. The subject property features a combination roof consisting of a moderately-pitched side gable and gable-on-hip roof clad with wood shake shingles. A brick chimney is located on the exterior east elevation. The eaves are narrow and rafters are boxed. The south-facing façade is asymmetrical and is clad with a combination of T-111 and stone siding; the other elevations are clad with smooth trowel stucco. The main entrance is offset to the east and is recessed beneath the main roof featuring double wood-panel doors. Raised stone-clad flowerbeds line the pedestrian walkway leading to the front entrance; these are an alteration as the stone does not match that which is on the residence. An attached two-car garage with original wood panel door is located to the west of the main entrance. A cinderblock pony wall orders the front yard; the front yard is paved with brick and weeds have poked through the cracks and vegetation is overgrown. The property is vacant and all windows have been boarded up. A metal sash sliding glass door is visible on the north elevation. A brick fireplace is located in the backyard and a brick garden wall with the date "5-5-58" is scored into the cement mortar. Vegetation throughout is overgrown and the property is in poor condition.

*P3b. Resource Attributes: (List attributes and codes) HP2. Single-family property

*P4. Resources Present: ☒ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)

P5a. Photo or Drawing (Photo required for buildings, structures, and objects.)

Figure 1.



See Continuation Sheet

P5b. Description of Photo: (View, date, accession #) South elevation, view northwest

*P6. Date Constructed/Age and Sources: ☒ Historic

☐ Prehistoric ☐ Both

1969, City of Stanton

*P7. Owner and Address:

Melinda Wallace
10405 Stratton Court
Cypress, California 90630

*P8. Recorded by: (Name, affiliation, and address)

Laura Carias, M.A.
LSA Associates, Inc.
1500 Iowa Avenue, Suite 200
Riverside, California 92507

*P9. Date Recorded:

February 2021

*P10. Survey Type: (Describe)

CEQA compliance intensive
pedestrian survey

*P11. Report Citation: (Cite survey report and other sources, or enter "none.") None

*Attachments: ☐ NONE ☒ Location Map ☐ Sketch Map ☒ Continuation Sheet ☒ Building, Structure, and Object Record
☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record
☐ Artifact Record ☐ Photograph Record ☐ Other (List):

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 2 of 7

*NRHP Status Code 6Z

*Resource Name or # (Assigned by recorder) 7421 Katella Avenue, Stanton, CA 90680

B1. Historic Name: N/A

B2. Common Name: N/A

B3. Original Use: Single-family residence

B4. Present Use: Single-family residence

*B5. Architectural Style: Ranch

*B6. Construction History: (Construction date, alterations, and date of alterations)

1969: City of Stanton building permit

1997: Electrical panel upgrade

*B7. Moved? ☒ No ☐ Yes ☐ Unknown Date: _____ Original Location: _____

*B8. Related Features:

Outdoor fireplace

B9a. Architect: None found

b. Builder: None found

*B10. Significance: Theme: Architecture

Area: City of Stanton

Period of Significance: 1969

Property Type: Single-family residence

Applicable Criteria: N/A

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

In summary, the project area is developed with a Ranch-style single-family residence constructed in 1969. Although the property exhibits character-defining features of the style, there are better examples of the Ranch-style in the City of Stanton. There are no known significant events, architect, or figures associated with the property and therefore it is not eligible for listing in the California Register of Historical Resources. (*Continued page 3*)

B11. Additional Resource Attributes: (List attributes and codes)

*B12. References: *See continuation sheet*

B13. Remarks:

*B14. Evaluator: Laura Carias, M.A., LSA Associates, Inc., 1500 Iowa Avenue, Suite 200, Riverside, California 92507

*Date of Evaluation: February 2021

(Sketch Map with north arrow required.)

Refer to Location Map

(This space reserved for official comments.)

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary # _____
HRI # _____
Trinomial _____

Page 3 of 7 *Resource Name or #: (Assigned by recorder) 7421 Katella Avenue, Stanton, CA 90680
*Recorded by LSA Associates, Inc. *Date: February 12, 2021 ☒ Continuation ☐ Update

P5. Photos



Figure 2: South elevation, view north (LSA 2021)



Figure 3: Main entrance, view north (LSA 2021)



Figure 4: South (left) and east elevation (right), view northwest (LSA 2021)



Figure 5: North (left) and west (right) elevation, view southeast (LSA 2021)

See Continuation Sheet

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary # _____
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Page 4 of 7 *Resource Name or #: (Assigned by recorder) 7421 Katella Avenue, Stanton, CA 90680
*Recorded by LSA Associates, Inc. *Date: February 12, 2021 X Continuation Update

***B10. Significance continued from page 2:**
Historic Context:

If railroads brought people across the country, then light rail lines helped those living in rural areas connect with urban areas. The Los Angeles Interurban Railway began service in 1905 operating through large areas in Los Angeles and Orange Counties. The Santa Ana line that split from the Long Beach line served the communities of Garden Grove and Stanton, thus allowing far-reached rural communities reliable access to larger cities such as Los Angeles (Pacific Electric n.d.). The Santa Ana line served Stanton until 1950 when the line was cut at the City of Bellflower leaving residents between Bellflower and Santa Ana to find their own methods of transportation into Los Angeles (Pacific Electric n.d.).

The City of Stanton was originally incorporated in 1911 in response to the City of Anaheim's proposal to create a sewer farm on ranch land within the community (OrangeCounty.net 2018). According to a news article the day of the vote, in January 1911, Anaheim "secretly obtained an option upon seventy-five acres of land owned by J.M. Gilbert, whose residence is at Compton ... After Anaheim voted \$90,000 in bonds for a new sewer farm, the City Trustees let the cat out of the bag as to where the farm would be located" and instantly the 750 residents of that area protested the sewer farm (*Los Angeles Times* 1911a). At the time, the area consisted of a few small crossroads communities called Benedict, Clair, Hansen, and Magnolia (Brigandi 2019). The land proposed for the sewer farm was "pretty well surrounded by 500 acres owned by Phil A. Stanton of Los Angeles" (Ibid). Stanton, a real estate developer and politician who served in the California State Assembly from 1903 to 1910 including a term as Speaker of the Assembly, soon joined the opposition and, in appreciation the ranchers proposed calling the united communities Stanton (Online Archive of California n.d.; *Los Angeles Times* 1911a). On May 23, 1911, 143 ballots were cast resulting in a vote for incorporation and "the city of Stanton, comprising 7000 acres west of Anaheim, jumped upon the map" (*Los Angeles Times* 1911b). The new city officials promptly passed "ordinances prohibiting the establishment of sewer farms, or the use of sewage or sewer water for any purposes, within the limits of the city" (*Los Angeles Times* 1911c). Although Anaheim fought both the election and the new ordinances, all were upheld (Brigandi 2019). "Benedict, located near the Pacific Electric tracks at Beach and Katella [approximately one half mile southeast of the subject property], changed its name to Stanton, and some development followed" including a post office and a newspaper (Brigandi 2019). In July 1924, with the sewer farm issue long since resolved and no other major issues of concern on the horizon, about 325 voters voted for the disincorporation of Stanton (*Los Angeles Times* 1924; *Long Beach Press* 1924).

The community of Stanton remained unincorporated until 1956 when its residents once again felt threatened by neighboring cities and a petition for incorporation began circulating (*Los Angeles Times* 1956a). According to G.W. Irwin and Edwin Evans, leaders of the movement for incorporation, "Stanton seeks to incorporate a six-square-mile area bounded by Knott, Lincoln, Magnolia and Chapman Aves" because if the area stays unincorporated, it will "either be swallowed by other cities or will become an island, entirely surrounded by other cities and cut off from other county territory" (*Los Angeles Times* 1956a). According to Evans "The proposed Dairy City ... blocks us on the west ... Buena Park is grabbing all the territory to the northwest and north and maybe the east. Anaheim proposes to extend its boundaries right up to our eastern doorsteps. And we may have to fight Garden Grove for territory to our southeast" (Ibid.). Feeling the pressure of the post-war residential construction boom, communities were driven to annex more and more land. The County reported several shopping centers planned for the Stanton area in addition to the "many large subdivisions" either completed or in the construction or planning stages (Ibid.). In response to "numerous protestors" County Supervisors significantly reduced the proposed city boundaries "by clipping five square miles off the territory" and making it "two miles long in a north-south direction. The northern boundary" being "600 feet south of Ball Road and the southern extremity" being "Chapman Ave. State Highway 39 [Beach Boulevard] will be at the west edge or the northern section of the city and east of the southern portion" (*Los Angeles Times* 1956b). The irregular eastern boundary generally followed Dale Avenue south to Cerritos Avenue, then jogged west to Fern Avenue, then south to Orangewood Avenue where it jogged west again and then turned south to Chapman (Ibid.). The city boundaries did not include the subject property (the area around the subject property was annexed in 1960, about nine years before its construction), which is approximately one half mile west of Highway 39, but it did include most of the old town of Stanton and about 1,300 people (Ibid.; *Los Angeles Times* 1960; Brigandi 2019). Much of the area proposed for new residential development was eliminated from the boundaries (Ibid.).

On June 18, 1956, the five-man City Council was sworn in, making the new city official (*Los Angeles Times* 1956c). Local businessman Victor Zuniga was elected mayor (Brigandi 2019). In September 1956, the new city and the County Supervisors approved the rezoning of property just outside Stanton from multifamily to light industrial, paving the way for the industrialization of a section south of Stanton (*Long Beach Independent* 1956). By 1960, Stanton's population had grown by nearly 900 percent (about 12,000 people) and its area had tripled (Brigandi 2019). Today, Stanton remains about the size it was in 1960, but has a population of about 38,000 (Brigandi 2019).

See Continuation Sheet

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary # _____
HRI # _____
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Page 5 of 7 *Resource Name or #: (Assigned by recorder) 7421 Katella Avenue, Stanton, CA 90680

*Recorded by LSA Associates, Inc. *Date: February 12, 2021 X Continuation Update

Site Specific

According to the City of Stanton, the property has a construction date of 1969. The first available historic aerial photograph of the area immediately before construction of the subject property dates to 1968. A building is present on the parcel in 1968 aerial, but it must have been replaced because the floorplan does not match that of the subject property as it stands today. The aerial indicates that the subject property was developed in a populated area (UCSB 1968). There was a U-shaped driveway at the southern border of the parcel, but it was removed sometime before 1977 when Katella Avenue was widened (UCSB 1977). In both aerials, a building is located directly east of the subject property; however, that parcel is currently vacant.

Architecture Context: Ranch

The residence in the project area is constructed in the California Ranch style. Although the Ranch House is most often thought of as a post-war phenomenon, architects influenced by the buildings of the rural west, such as California haciendas, Texas dogtrots, and Montana log cabins, were beginning to design Ranch-style homes as early as the late 1920s (Hess 2004). In California, architect William Wurster was an early pioneer of the style, which mixed the emerging regional Modernism with vernacular traditions and modern concepts and forms (Hess 2004). Compared with the Craftsman and various Revival styles popular in the 1920s, the Ranch style was relatively simplistic and unadorned. This studied lack of detail became even more pronounced in the 1930s as a result of the Great Depression, which made it economically unrealistic to include traditional labor-intensive details. This design trend continued into the early 1940s and homes constructed during this period (1930–1945) are sometimes referred to as Minimal Traditional since they represent the forms of traditional styles without the decorative detailing (Hess 2004).

In the 1930s and 1940s, the myth of the American West swept the country. Songs, ballets, and movies all contributed to this idealized version of the West and the Western lifestyle. By the mid-1940s, the Ranch House emerged from an amalgam of mid-century trends, including governmental housing policies, Hollywood Westerns and the myth of rugged individualism, new technologies that reshaped the American home, and increasingly casual lifestyles (Hess 2004).

Between 1945 and 1970, residential construction in southern California was dominated by the California Ranch style, a version of the Ranch house that was popularized in California. The style is loosely based on early Spanish Colonial precedents of the American Southwest, modified by influences borrowed from the Craftsman and Prairie styles of the early 20th century. Asymmetrical one-story shapes with low-pitched roofs and a horizontal emphasis dominate the style. Three common types of roof forms are used with the hipped version being the most common, followed by the cross-gabled, and finally the side-gabled examples. There is usually a moderate or wide eave overhang, which may be either boxed or open with the rafters exposed. Both wooden and brick wall cladding are used, sometimes in combination. Builders frequently added modest bits of traditional detailing, usually loosely based on Spanish or English Colonial precedents. Decorative iron or wooden porch supports and decorative shutters are the most common decorative elements. Ribbon windows are frequent as are large picture windows in the common living areas. Partially enclosed courtyards or patios are also a common feature. These private outdoor living areas to the rear of the house are a direct contrast to the large front and side porches of most late 19th and early 20th century styles (McAlester 2013).

This style, in all its variations, became a favorite for large and small-scale developments, as well as single lot infill construction.

Character-defining features of California Ranch style residences include a one-story configuration; a sprawling layout, often laid out in an L or U shape that creates backyard privacy; low-pitched hip, gable, or gable-on-hip roof with wide eaves; a variety of wood, brick, and stucco siding, often in combination; wood-frame double-hung windows, often with multiple lights or diamond-panes; a large picture window in the façade, often flanked by narrower windows; and an attached two-car garage. Decorative features include scalloped vergeboards, false cupolas and dove-cotes, extended gable eaves, and turned porch supports. Later examples of the style incorporate aluminum-framed vertical-slider windows instead of wood-framed double-hung windows.

See Continuation Sheet

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary # _____
HRI # _____
Trinomial _____

Page 6 of 7 *Resource Name or #: (Assigned by recorder) 7421 Katella Avenue, Stanton, CA 90680

*Recorded by LSA Associates, Inc. *Date: February 12, 2021 X Continuation _____ Update

Significance Evaluation

Under Criterion 1, the subject property is most closely associated with development in Stanton after its incorporation in 1956 and further annexation of its surrounding area in 1960. However, the property is not part of a tract or a larger development that made significant contributions to the broad patterns of local history and does not appear eligible for listing in the California Register of Historical Resources under Criterion 1.

Under Criterion 2, no known names were found or associated with this subject property. Therefore, the subject property is not eligible under California Register of Historical Resources under Criterion 2.

Under Criterion 3, the property would need to be a notable example of an architectural style or associated with a prominent architect. The subject property may be the work of an architect, however archival research did not find the original permit or any possible architect names associated with the subject property. Although the subject property has few alterations, there are better examples of the Ranch style in the City of Stanton.

Under Criterion 4, the single-family residence as constructed using common materials and construction practices. It does not have the potential to yield information important to the history or prehistory of the local area, California, or the nation and therefore not eligible under Criterion 4.

B12. References: (continued from page 2)

Brigandi, Phil

2019 The Two Cities of Stanton. Accessed online in December 2019 at: <https://www.ochistoryland.com/stanton>.

City of Stanton

Var. Building permits for 7421 Katella Avenue provided by city staff in February 2021.

Hess, Alan

2004 The Ranch House. Harry N. Abrams, Incorporated, New York,

Historicaerials.com

Var. Historic aerial photographs of the project area accessed online in February 2021 at: <https://www.historicaerials.com/viewer>.

Long Beach Independent

1956 Supervisors OK Industrialization of Stanton Area. September 13, page 25.

Long Beach Press

1924 Disincorporators Win; Stanton to Dissolve as Municipality. July 31, page 46.

Los Angeles Times

1911a Making a City To Block One. May 23, page 6.

1911b Stanton Gets Place On Map. May 24, page 17.

1911c Stanton Confident of Issue. July 4, page 15.

1924 No Chance of Losing Election. July 24, page 22.

1956a Stanton Pushing for Incorporation. January 1, page 112.

1956b Thursday Deadline for Stanton City Filings. March 18, page 176.

1956c Stanton Becomes City. June 19, page 64.

1960 Annexations Win County Approval. September 11, page 158.

McAlester, Virginia Savage

2013 *A Field Guide to American Houses*. Alfred A. Knopf, New York.

Pacific Electric

n.d. Santa Ana Line. Accessed February 15, 2021 online at: <http://www.erha.org/pessa.htm>.

Online Archives of California

n.d. Phillip Ackley Stanton: Finding Aid. Accessed online in December 2019 at: https://oac.cdlib.org/findaid/ark:/13030/kt1489r8kb/entire_text/.

OrangeCounty.net

2018 History of Stanton, California. Accessed online in December 2019 at: https://www.orangecounty.net/cities/Stanton_history.html.

UCSB (University of California, Santa Barbara) Historic Aerial Photographs.

Var. Historic aerial photographs of the project area accessed online in February 2021 at: https://mil.library.ucsb.edu/ap_indexes/FrameFinder/.

State of California - Resource Agency
DEPARTMENT OF PARKS AND RECREATION
LOCATION MAP

Primary # _____
HRI # _____
Trinomial _____

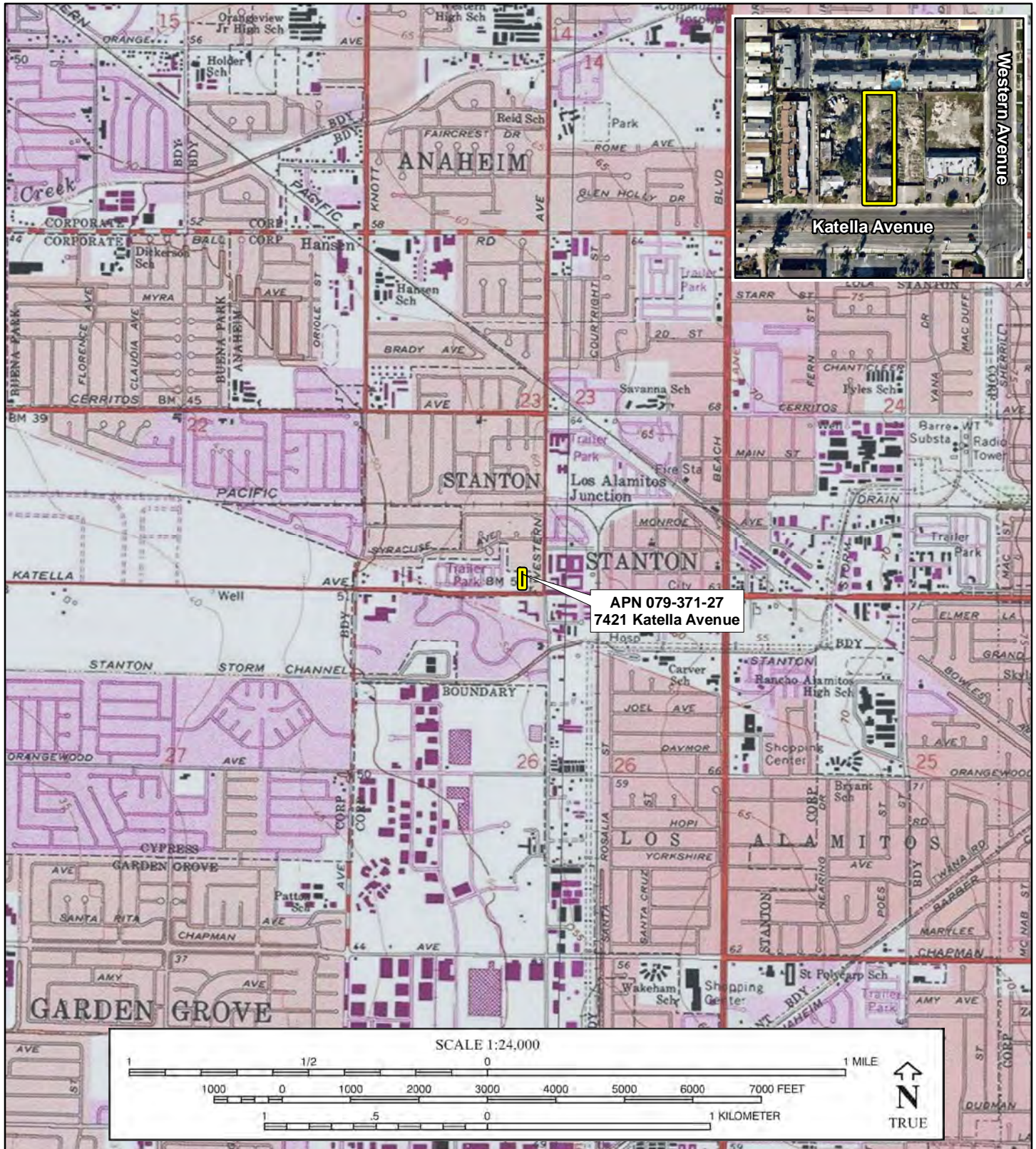
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*Resource Name or # (Assigned by recorder) 7421 Katella Avenue

*Map Name: Los Alamitos, Anaheim, CA 7.5' USGS; Nearmap

*Scale: 1:24000

*Date of Map: 1981, 2021



CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 27, 2021

**SUBJECT: CITY OF STANTON'S AMERICAN RESCUE PLAN ACT ALLOCATION
AND APPROPRIATION OF FUNDS**

REPORT IN BRIEF:

The United States Department of Treasury released American Rescue Plan Act (ARPA) regulations and updated local government allocations on May 10, 2021. As part of the \$1.9 trillion relief package, the City of Stanton's allocation is at \$9,123,660. Staff will provide an ARPA presentation to propose the City's ARPA spending plans. In addition, staff is requesting an appropriation in the ARPA Fund totaling of \$4,460,980 for Fiscal Years 2020/21 and 2021/22 to appropriate the funds received from the State of California in July.

RECOMMENDED ACTIONS:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3), as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Receive a presentation and approval on the City of Stanton's spending allocation plan of its \$9,123,660 American Rescue Plan Act allocation; and
3. Approve appropriations of \$120,000, and \$4,340,980, for the ARPA Fund's (#257) budgets for Fiscal Years 2020/21 and 2021/22, respectively.

DISCUSSION:

Through the passage of H.R. 1319, the American Rescue Plan Act (ARPA), state, tribal and local governments are expected to receive billions in much needed relief to help offset the negative impacts of COVID-19. The City of Stanton has been allocated the first of two equal installments on July 13, 2021, in the amount of \$4,561,830 and is expected to receive the second installment at the end of July 2022. All funds must be spent by the end of the calendar year 2024. Current interim rule guidelines allow local governments to utilize funds in the following:

- **Support public health expenditures**, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff; and
- **Address negative economic impacts caused by the public health emergency**, including economic harms to workers, households, small businesses, impacted industries and the public sector; and
- **Replace lost public sector revenue**, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic; and
- **Provide premium pay for essential workers**, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and expand access to broadband internet.

Ineligible uses prohibit deposits into pension funds, debt service, legal settlement or judgments, and deposits to rainy day funds to financial reserves.

Based on recent release of Treasury's interim rules and guidance, Finance staff has calculated the City's revenue loss in the amount of \$1,072,040 for the calendar year 2020 as a result of the negative impacts of COVID-19 pandemic. Determinations as to the use of the calculated revenue loss are yet to be made.

Based on allowable uses, staff recommendations, and City Council direction, staff can implement and develop the proposed spending allocation with timely and quarterly updates to the Council on each of the spending allocation projects based on the timeline given in the presentation.

FISCAL IMPACT:

The City received \$4,561,830 from the State of California in July 2021, which represents 50% of the City's total ARPA allocation. Staff is requesting appropriations for the Fiscal Years 2020/21 and 2021/22 budgets totaling \$4,460,980 so the entire \$4,561,830 is allocated between the Fiscal Years 2020/21 and 2021/22 budgets as follows:

Fiscal Year 2020/21 Budget to backfill personnel costs incurred through June	\$ 120,000
Additional appropriation for Fiscal Year 2021/22 Budget	<u>\$4,340,980</u>
Total appropriation requested	\$4,460,980
ARPA Fiscal Year 2021/22 Budget adopted by City Council on June 22, 2021	<u>100,850</u>
Total ARPA Funds received and appropriated as of July	<u>\$4,561,830</u>

PUBLIC NOTIFICATION:

Through the regular agenda process.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

- 1- Provide for a Safe Community
- 2- Provide a Strong Local Economy
- 3- Provide a Quality Infrastructure
- 4- Ensure Fiscal Stability and Efficiency in Governance
- 5- Provide a High Quality of Life
- 6- Maintain and Promote a Responsive, High Quality and Transparent Government
- 7- Promote Environmental Stewardship and Sustainable Operations

Prepared by:

/s/ Jason Huynh

Jason Huynh
Management Intern

Reviewed By:

/s/ Soo Elisabeth Kang

Soo Elisabeth Kang
Assistant to the City Manager

Finance:

/s/ Michelle Bannigan

Michelle Bannigan, CPA
Finance Director

Approved By:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

ATTACHMENTS:

- 1- United State Department of Treasury ARPA Information
- 2- City of Stanton's ARPA Spending Allocation Plan Presentation

DEPARTMENT OF THE TREASURY
31 CFR Part 35
RIN 1505-AC77
Coronavirus State and Local Fiscal Recovery Funds
AGENCY: Department of the Treasury.

ACTION: Interim final rule.

SUMMARY: The Secretary of the Treasury (Treasury) is issuing this interim final rule to implement the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act.

DATES: *Effective date:* The provisions in this interim final rule are effective May 17, 2021.

Comment date: Comments must be received on or before July 16, 2021. **ADDRESSES:** Please submit comments electronically through the Federal eRulemaking Portal: <http://www.regulations.gov>. Comments can be mailed to the Office of the Undersecretary for Domestic Finance, Department of the Treasury, 1500 Pennsylvania Avenue NW, Washington, DC 20220. Because postal mail may be subject to processing delay, it is recommended that comments be submitted electronically. All comments should be captions with “Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule Comments.” Please include your name, organization affiliation, address, email address and telephone number in your comment. Where appropriate, a comment should include a short executive summary.

In general, comments received will be posted on <http://www.regulations.gov> without change, including any business or personal information provided. Comments received, including attachments and other supporting materials, will be part of the public record and subject to public disclosure. Do not enclose any information in your comment or supporting materials that you consider confidential or inappropriate for public disclosure.

FOR FURTHER INFORMATION CONTACT: Katharine Richards, Senior Advisor, Office of Recovery Programs, Department of the Treasury, (844) 529-9527.

SUPPLEMENTARY INFORMATION:
I. Background Information
A. Overview

Since the first case of coronavirus disease 2019 (COVID-19) was discovered in the United States in January 2020, the disease has infected

over 32 million and killed over 575,000 Americans.¹ The disease has impacted every part of life: As social distancing became a necessity, businesses closed, schools transitioned to remote education, travel was sharply reduced, and millions of Americans lost their jobs. In April 2020, the national unemployment rate reached its highest level in over seventy years following the most severe month-over-month decline in employment on record.² As of April 2021, there were still 8.2 million fewer jobs than before the pandemic.³ During this time, a significant share of households have faced food and housing insecurity.⁴ Economic disruptions impaired the flow of credit to households, State and local governments, and businesses of all sizes.⁵ As businesses weathered closures and sharp declines in revenue, many were forced to shut down, especially small businesses.⁶

Amid this once-in-a-century crisis, State, territorial, Tribal, and local governments (State, local, and Tribal governments) have been called on to respond at an immense scale. Governments have faced myriad needs to prevent and address the spread of

¹ Centers for Disease Control and Prevention, COVID Data Tracker, <http://www.covid.cdc.gov/covid-data-tracker/#data-tracker-home> (last visited May 8, 2021).

² U.S. Bureau of Labor Statistics, Unemployment Rate [UNRATE], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/UNRATE>, May 3, 2021. U.S. Bureau of Labor Statistics, Employment Level [LNU02000000], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/LNU02000000>, May 3, 2021.

³ U.S. Bureau of Labor Statistics, All Employees, Total Nonfarm [PAYEMS], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/PAYEMS>, May 7, 2021.

⁴ Nirmita Panchal et al., The Implications of COVID-19 for Mental Health and Substance Abuse (Feb. 10, 2021), <https://www.kff.org/coronavirus-covid-19/issue-brief/the-implications-of-covid-19-for-mental-health-and-substance-use/#:~:text=Older%20adults%20are%20also%20more,prior%20to%20the%20current%20crisis;U.S.CensusBureau,HouseholdPulseSurvey:MeasuringSocialandEconomicImpactsduringtheCoronavirusPandemic,https://www.census.gov/programs-surveys/household-pulse-survey.html> (last visited Apr. 26, 2021); Rebecca T. Leeb et al., Mental Health-Related Emergency Department Visits Among Children Aged <18 Years During the COVID Pandemic—United States, January 1—October 17, 2020, *Morb. Mortal. Wkly. Rep.* 69(45):1675–80 (Nov. 13, 2020), <https://www.cdc.gov/mmwr/volumes/69/wr/mm6945a3.htm>.

⁵ Board of Governors of the Federal Reserve System, Monetary Policy Report (June 12, 2020), <https://www.federalreserve.gov/monetarypolicy/2020-06-mpr-summary.htm>.

⁶ Joseph R. Biden, Remarks by President Biden on Helping Small Businesses (Feb. 22, 2021), <https://www.whitehouse.gov/briefing-room/speeches-remarks/2021/02/22/remarks-by-president-biden-on-helping-small-businesses/>.

COVID-19, including testing, contact tracing, isolation and quarantine, public communications, issuance and enforcement of health orders, expansions to health system capacity like alternative care facilities, and in recent months, a massive nationwide mobilization around vaccinations. Governments also have supported major efforts to prevent COVID-19 spread through safety measures in settings like nursing homes, schools, congregate living settings, dense worksites, incarceration settings, and public facilities. The pandemic’s impacts on behavioral health, including the toll of pandemic-related stress, have increased the need for behavioral health resources.

At the same time, State, local and Tribal governments launched major efforts to address the economic impacts of the pandemic. These efforts have been tailored to the needs of their communities and have included expanded assistance to unemployed workers; food assistance; rent, mortgage, and utility support; cash assistance; internet access programs; expanded services to support individuals experiencing homelessness; support for individuals with disabilities and older adults; and assistance to small businesses facing closures or revenue loss or implementing new safety measures.

In responding to the public health emergency and its negative economic impacts, State, local, and Tribal governments have seen substantial increases in costs to provide these services, often amid substantial declines in revenue due to the economic downturn and changing economic patterns during the pandemic.⁷ Facing these budget challenges, many State, local, and Tribal governments have been forced to make cuts to services or their workforces, or delay critical investments. From February to May of 2020, State, local, and Tribal governments reduced their workforces by more than 1.5 million jobs and, in April of 2021, State, local, and Tribal government employment remained nearly 1.3 million jobs below pre-pandemic levels.⁸ These cuts to State, local, and Tribal government workforces

⁷ Michael Leachman, House Budget Bill Provides Needed Fiscal Aid for States, Localities, Tribal Nations, and Territories (Feb. 10, 2021), <https://www.cbpp.org/research/state-budget-and-tax/house-budget-bill-provides-needed-fiscal-aid-for-states-localities>.

⁸ U.S. Bureau of Labor Statistics, All Employees, State Government [CES9092000001] and All Employees, Local Government [CES9093000001], retrieved from FRED, Federal Reserve Bank of St. Louis, <https://fred.stlouisfed.org/series/CES9092000001> and <https://fred.stlouisfed.org/series/CES9093000001> (last visited May 8, 2021).

come at a time when demand for government services is high, with State, local, and Tribal governments on the frontlines of fighting the pandemic. Furthermore, State, local, and Tribal government austerity measures can hamper overall economic growth, as occurred in the recovery from the Great Recession.⁹

Finally, although the pandemic's impacts have been widespread, both the public health and economic impacts of the pandemic have fallen most severely on communities and populations disadvantaged before it began. Low-income communities, people of color, and Tribal communities have faced higher rates of infection, hospitalization, and death,¹⁰ as well as higher rates of unemployment and lack of basic necessities like food and housing.¹¹ Pre-existing social vulnerabilities magnified the pandemic in these communities, where a reduced ability to work from home and, frequently, denser housing amplified the risk of infection. Higher rates of pre-existing health conditions also may have contributed to more severe COVID-19 health outcomes.¹² Similarly, communities or households facing economic insecurity before the pandemic were less able to weather business closures, job losses, or declines in earnings and were less able to participate in remote work or education due to the inequities in access to reliable and affordable broadband infrastructure.¹³ Finally, though schools in all areas faced challenges, those in high poverty areas had fewer resources to adapt to remote and hybrid learning models.¹⁴ Unfortunately, the pandemic

also has reversed many gains made by communities of color in the prior economic expansion.¹⁵

B. The Statute and Interim Final Rule

On March 11, 2021, the American Rescue Plan Act (ARPA) was signed into law by the President.¹⁶ Section 9901 of ARPA amended Title VI of the Social Security Act¹⁷ (the Act) to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds).¹⁸ The Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments (together, recipients) in responding to the impact of COVID-19 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF).¹⁹

a lifetime (June 2020), https://webtest.childreinsstitute.net/sites/default/files/documents/COVID-19-and-student-learning-in-the-United-States_FINAL.pdf; Andrew Bacher-Hicks et al., *Inequality in Household Adaptation to Schooling Shocks: Covid-Induced Online Engagement in Real Time*, J. of Public Econ. Vol. 193(C) (July 2020), available at <https://www.nber.org/papers/w27555>.

¹⁵ See, e.g., Tyler Atkinson & Alex Richter, *Pandemic Disproportionately Affects Women, Minority Labor Force Participation*, <https://www.dallasfed.org/research/economics/2020/1110> (last visited May 9, 2021); Jared Bernstein & Janelle Jones, *The Impact of the COVID-19 Recession on the Jobs and Incomes of Persons of Color*, https://www.cbpp.org/sites/default/files/atoms/files/6-2-20bud_0.pdf (last visited May 9, 2021).

¹⁶ American Rescue Plan Act of 2021 (ARPA), sec. 9901, Public Law 117–2, codified at 42 U.S.C. 802 *et seq.* The term “state” as used in this SUPPLEMENTARY INFORMATION and defined in section 602 of the Act means each of the 50 States and the District of Columbia. The term “territory” as used in this SUPPLEMENTARY INFORMATION and defined in section 602 of the Act means the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of Northern Mariana Islands, and American Samoa. Tribal government is defined in the Act and the interim final rule to mean “the recognized governing body of any Indian or Alaska Native tribe, band, nation, pueblo, village, community, component band, or component reservation, individually identified (including parenthetically) in the list published most recently as of the date of enactment of the [American Rescue Plan Act] pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131).” See section 602(g)(7) of the Social Security Act, as added by the American Rescue Plan Act. On January 29, 2021, the Bureau of Indian Affairs published a current list of 574 Tribal entities. See 86 FR 7554, January 29, 2021. The term “local governments” as used in this SUPPLEMENTARY INFORMATION includes metropolitan cities, counties, and nonentitlement units of local government.

¹⁷ 42 U.S.C. 801 *et seq.*

¹⁸ Sections 602, 603 of the Act.

¹⁹ The CRF was established by the section 601 of the Act as added by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116–136, 134 Stat. 281 (2020).

Through the Fiscal Recovery Funds, Congress provided State, local, and Tribal governments with significant resources to respond to the COVID-19 public health emergency and its economic impacts through four categories of eligible uses. Section 602 and section 603 contain the same eligible uses; the primary difference between the two sections is that section 602 establishes a fund for States, territories, and Tribal governments and section 603 establishes a fund for metropolitan cities, nonentitlement units of local government, and counties. Sections 602(c)(1) and 603(c)(1) provide that funds may be used:

(a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;

(c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and

(d) To make necessary investments in water, sewer, or broadband infrastructure.

In addition, Congress clarified two types of uses which do not fall within these four categories. Sections 602(c)(2)(B) and 603(c)(2) provide that these eligible uses do not include, and thus funds may not be used for, depositing funds into any pension fund. Section 602(c)(2)(A) also provides, for States and territories, that the eligible uses do not include “directly or indirectly offset[ting] a reduction in the net tax revenue of [the] State or territory resulting from a change in law, regulation, or administrative interpretation.”

The ARPA provides a substantial infusion of resources to meet pandemic response needs and rebuild a stronger, more equitable economy as the country recovers. First, payments from the Fiscal Recovery Funds help to ensure that State, local, and Tribal governments have the resources needed to continue to take actions to decrease the spread of COVID-19 and bring the pandemic under control. Payments from the Fiscal Recovery Funds may also be used by recipients to provide support for costs incurred in addressing public health and economic challenges resulting from the pandemic, including resources to offer premium pay to essential workers, in recognition of their sacrifices over the

⁹ Tracy Gordon, *State and Local Budgets and the Great Recession*, Brookings Institution (Dec. 31, 2012), <http://www.brookings.edu/articles/state-and-local-budgets-and-the-great-recession>.

¹⁰ Sebastian D. Romano et al., *Trends in Racial and Ethnic Disparities in COVID-19 Hospitalizations, by Region—United States, March–December 2020*, MMWR Morb Mortal Wkly Rep 2021, 70:560–565 (Apr. 16, 2021), https://www.cdc.gov/mmwr/volumes/70/wr/mm7015e2.htm?s_cid=mm7015e2_w.

¹¹ Center on Budget and Policy Priorities, *Tracking the COVID-19 Recession's Effects on Food, Housing, and Employment Hardships*, <https://www.cbpp.org/research/poverty-and-inequality/tracking-the-covid-19-recessions-effects-on-housing-and> (last visited May 4, 2021).

¹² Lisa R. Fortuna et al., *Inequity and the Disproportionate Impact of COVID-19 on Communities of Color in the United States: The Need for Trauma-Informed Social Justice Response*, Psychological Trauma Vol. 12(5):443–45 (2020), available at <https://psycnet.apa.org/fulltext/2020-37320-001.pdf>.

¹³ Emily Vogles et al., *53% of Americans Say the internet Has Been Essential During the COVID-19 Outbreak* (Apr. 30, 2020), <https://www.pewresearch.org/internet/2020/04/30/53-of-americans-say-the-internet-has-been-essential-during-the-covid-19-outbreak/>.

¹⁴ Emma Dom et al., *COVID-19 and student learning in the United States: The hurt could last*

last year. Recipients may also use payments from the Fiscal Recovery Funds to replace State, local, and Tribal government revenue lost due to COVID-19, helping to ensure that governments can continue to provide needed services and avoid cuts or layoffs. Finally, these resources lay the foundation for a strong, equitable economic recovery, not only by providing immediate economic stabilization for households and businesses, but also by addressing the systemic public health and economic challenges that may have contributed to more severe impacts of the pandemic among low-income communities and people of color.

Within the eligible use categories outlined in the Fiscal Recovery Funds provisions of ARPA, State, local, and Tribal governments have flexibility to determine how best to use payments from the Fiscal Recovery Funds to meet the needs of their communities and populations. The interim final rule facilitates swift and effective implementation by establishing a framework for determining the types of programs and services that are eligible under the ARPA along with examples of uses that State, local, and Tribal governments may consider. These uses build on eligible expenditures under the CRF, including some expansions in eligible uses to respond to the public health emergency, such as vaccination campaigns. They also reflect changes in the needs of communities, as evidenced by, for example, nationwide data demonstrating disproportionate impacts of the COVID-19 public health emergency on certain populations, geographies, and economic sectors. The interim final rule takes into consideration these disproportionate impacts by recognizing a broad range of eligible uses to help States, local, and Tribal governments support the families, businesses, and communities hardest hit by the COVID-19 public health emergency.

Implementation of the Fiscal Recovery Funds also reflect the importance of public input, transparency, and accountability. Treasury seeks comment on all aspects of the interim final rule and, to better facilitate public comment, has included specific questions throughout this **SUPPLEMENTARY INFORMATION.** Treasury encourages State, local, and Tribal governments in particular to provide feedback and to engage with Treasury regarding issues that may arise regarding all aspects of this interim final rule and Treasury's work in administering the Fiscal Recovery Funds. In addition, the interim final rule establishes certain regular reporting

requirements, including by requiring State, local, and Tribal governments to publish information regarding uses of Fiscal Recovery Funds payments in their local jurisdiction. These reporting requirements reflect the need for transparency and accountability, while recognizing and minimizing the burden, particularly for smaller local governments. Treasury urges State, territorial, Tribal, and local governments to engage their constituents and communities in developing plans to use these payments, given the scale of funding and its potential to catalyze broader economic recovery and rebuilding.

II. Eligible Uses

A. Public Health and Economic Impacts

Sections 602(c)(1)(A) and 603(c)(1)(A) provide significant resources for State, territorial, Tribal governments, and counties, metropolitan cities, and nonentitlement units of local governments (each referred to as a recipient) to meet the wide range of public health and economic impacts of the COVID-19 public health emergency.

These provisions authorize the use of payments from the Fiscal Recovery Funds to respond to the public health emergency with respect to COVID-19 or its negative economic impacts. Section 602 and section 603 also describe several types of uses that would be responsive to the impacts of the COVID-19 public health emergency, including assistance to households, small businesses, and nonprofits and aid to impacted industries, such as tourism, travel, and hospitality.²⁰

Accordingly, to assess whether a program or service is included in this category of eligible uses, a recipient should consider whether and how the use would respond to the COVID-19 public health emergency. Assessing whether a program or service "responds to" the COVID-19 public health emergency requires the recipient to, first, identify a need or negative impact of the COVID-19 public health emergency and, second, identify how the program, service, or other intervention addresses the identified need or impact. While the COVID-19 public health emergency affected many aspects of American life, eligible uses under this category must be in response to the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency.

²⁰ Sections 602(c)(1)(A), 603(c)(1)(A) of the Act.

The interim final rule implements these provisions by identifying a non-exclusive list of programs or services that may be funded as responding to COVID-19 or the negative economic impacts of the COVID-19 public health emergency, along with considerations for evaluating other potential uses of the Fiscal Recovery Funds not explicitly listed. The interim final rule also provides flexibility for recipients to use payments from the Fiscal Recovery Funds for programs or services that are not identified on these non-exclusive lists but that fall under the terms of section 602(c)(1)(A) or 603(c)(1)(A) by responding to the COVID-19 public health emergency or its negative economic impacts. As an example, in determining whether a program or service responds to the negative economic impacts of the COVID-19 public health emergency, the interim final rule provides that payments from the Fiscal Recovery Funds should be designed to address an economic harm resulting from or exacerbated by the public health emergency. Recipients should assess the connection between the negative economic harm and the COVID-19 public health emergency, the nature and extent of that harm, and how the use of this funding would address such harm.

As discussed, the pandemic and the necessary actions taken to control the spread had a severe impact on households and small businesses, including in particular low-income workers and communities and people of color. While eligible uses under sections 602(c)(1)(A) and 603(c)(1)(A) provide flexibility to recipients to identify the most pressing local needs, Treasury encourages recipients to provide assistance to those households, businesses, and non-profits in communities most disproportionately impacted by the pandemic.

1. Responding to COVID-19

On January 21, 2020, the Centers for Disease Control and Prevention (CDC) identified the first case of novel coronavirus in the United States.²¹ By late March, the virus had spread to many States and the first wave was growing rapidly, centered in the northeast.²² This wave brought acute

²¹ Press Release, Centers for Disease Control and Prevention, First Travel-related Case of 2019 Novel Coronavirus Detected in United States (Jan. 21, 2020), <https://www.cdc.gov/media/releases/2020/p0121-novel-coronavirus-travel-case.html>.

²² Anne Schuchat et al., Public Health Response to the Initiation and Spread of Pandemic COVID-19 in the United States, February 24–April 21, 2021, *MMWR Morb Mortal Wkly Rep* 2021, 69(18):551–56 (May 8, 2021), <https://www.cdc.gov/mmwr/volumes/69/wr/mm6918e2.htm>.

strain on health care and public health systems: Hospitals and emergency medical services struggled to manage a major influx of patients; response personnel faced shortages of personal protective equipment; testing for the virus was scarce; and congregate living facilities like nursing homes and prisons saw rapid spread. State, local, and Tribal governments mobilized to support the health care system, issue public health orders to mitigate virus spread, and communicate safety measures to the public. The United States has since faced at least two additional COVID-19 waves that brought many similar challenges: The second in the summer, centered in the south and southwest, and a wave throughout the fall and winter, in which the virus reached a point of uncontrolled spread across the country and over 3,000 people died per day.²³ By early May 2021, the United States has experienced over 32 million confirmed COVID-19 cases and over 575,000 deaths.²⁴

Mitigating the impact of COVID-19, including taking actions to control its spread and support hospitals and health care workers caring for the sick, continues to require a major public health response from State, local and Tribal governments. New or heightened public health needs include COVID-19 testing, major expansions in contact tracing, support for individuals in isolation or quarantine, enforcement of public health orders, new public communication efforts, public health surveillance (e.g., monitoring case trends and genomic sequencing for variants), enhancement to health care capacity through alternative care facilities, and enhancement of public health data systems to meet new demands or scaling needs. State, local, and Tribal governments have also supported major efforts to prevent COVID-19 spread through safety measures at key settings like nursing homes, schools, congregate living settings, dense worksites, incarceration settings, and in other public facilities. This has included implementing infection prevention measures or making ventilation improvements in congregate settings, health care settings, or other key locations.

Other response and adaptation costs include capital investments in public facilities to meet pandemic operational

needs, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID-19 mitigation tactics. In recent months, State, local, and Tribal governments across the country have mobilized to support the national vaccination campaign, resulting in over 250 million doses administered to date.²⁵

The need for public health measures to respond to COVID-19 will continue in the months and potentially years to come. This includes the continuation of the vaccination campaign for the general public and, if vaccinations are approved for children in the future, eventually for youths. This also includes monitoring the spread of COVID-19 variants, understanding the impact of these variants (especially on vaccination efforts), developing approaches to respond to those variants, and monitoring global COVID-19 trends to understand continued risks to the United States. Finally, the long-term health impacts of COVID-19 will continue to require a public health response, including medical services for individuals with “long COVID,” and research to understand how COVID-19 impacts future health needs and raises risks for the millions of Americans who have been infected.

Other areas of public health have also been negatively impacted by the COVID-19 pandemic. For example, in one survey in January 2021, over 40 percent of American adults reported symptoms of depression or anxiety, up from 11 percent in the first half of 2019.²⁶ The proportion of children’s emergency department visits related to mental health has also risen noticeably.²⁷ Similarly, rates of substance misuse and overdose deaths have spiked: Preliminary data from the CDC show a nearly 30 percent increase in drug overdose mortality from September 2019 to September 2020.²⁸ Stay-at-home orders and other pandemic responses may have also reduced the ability of individuals affected by domestic violence to access

services.²⁹ Finally, some preventative public health measures like childhood vaccinations have been deferred and potentially forgone.³⁰

While the pandemic affected communities across the country, it disproportionately impacted some demographic groups and exacerbated health inequities along racial, ethnic, and socioeconomic lines.³¹ The CDC has found that racial and ethnic minorities are at increased risk for infection, hospitalization, and death from COVID-19, with Hispanic or Latino and Native American or Alaska Native patients at highest risk.³²

Similarly, low-income and socially vulnerable communities have seen the most severe health impacts. For example, counties with high poverty rates also have the highest rates of infections and deaths, with 223 deaths per 100,000 compared to the U.S. average of 175 deaths per 100,000, as of May 2021.³³ Counties with high social vulnerability, as measured by factors such as poverty and educational attainment, have also fared more poorly than the national average, with 211 deaths per 100,000 as of May 2021.³⁴

²³ Megan L. Evans, et al., A Pandemic within a Pandemic—Intimate Partner Violence during Covid-19, *N. Engl. J. Med.* 383:2302–04 (Dec. 10, 2020), available at <https://www.nejm.org/doi/full/10.1056/NEJMp2024046>.

²⁴ Jeanne M. Santoli et al., Effects of the COVID-19 Pandemic on Routine Pediatric Vaccine Ordering and Administration—United States, *Morb. Mortal. Wkly. Rep.* 69(19):591–93 (May 8, 2020), <https://www.cdc.gov/mmwr/volumes/69/wr/mm6919e2.htm>; Marisa Langdon-Embry et al., Notes from the Field: Rebound in Routine Childhood Vaccine Administration Following Decline During the COVID-19 Pandemic—New York City, March 1–June 27, 2020, *Morb. Mortal. Wkly. Rep.* 69(30):999–1001 (Jul. 31 2020), <https://www.cdc.gov/mmwr/volumes/69/wr/mm6930a3.htm>.

²⁵ Office of the White House, National Strategy for the COVID-19 Response and Pandemic Preparedness (Jan. 21, 2021), <https://www.whitehouse.gov/wp-content/uploads/2021/01/National-Strategy-for-the-COVID-19-Response-and-Pandemic-Preparedness.pdf>.

²⁶ In a study of 13 states from October to December 2020, the CDC found that Hispanic or Latino and Native American or Alaska Native individuals were 1.7 times more likely to visit an emergency room for COVID-19 than White individuals, and Black individuals were 1.4 times more likely to do so than White individuals. See Romano, *supra* note 10.

²⁷ Centers for Disease Control and Prevention, COVID Data Tracker: Trends in COVID-19 Cases and Deaths in the United States, by County-level Population Factors, https://covid.cdc.gov/covid-data-tracker/#pop-factors_totaldeaths (last visited May 8, 2021).

²⁸ The CDC’s Social Vulnerability Index includes fifteen variables measuring social vulnerability, including unemployment, poverty, education levels, single-parent households, disability status, non-English speaking households, crowded housing, and transportation access.

Centers for Disease Control and Prevention, COVID Data Tracker: Trends in COVID-19 Cases

²³ Centers for Disease Control and Prevention, COVID Data Tracker: Trends in Number of COVID-19 Cases and Deaths in the US Reported to CDC, by State/Territory, https://covid.cdc.gov/covid-data-tracker/#trends_dailytrendscases (last visited May 8, 2021).

²⁴ *Id.*

²⁵ Centers for Disease Control and Prevention, COVID Data Tracker: COVID-19 Vaccinations in the United States, <https://covid.cdc.gov/covid-data-tracker/#vaccinations> (last visited May 8, 2021).

²⁶ Panchal, *supra* note 4; Mark E. Czeisler et al., Mental Health, Substance Abuse, and Suicidal Ideation During COVID-19 Pandemic—United States, June 24–30 2020, *Morb. Mortal. Wkly. Rep.* 69(32):1049–57 (Aug. 14, 2020), <https://www.cdc.gov/mmwr/volumes/69/wr/mm6932a1.htm>.

²⁷ Leeb, *supra* note 4.

²⁸ Centers for Disease Prevention and Control, National Center for Health Statistics, Provisional Drug Overdose Death Counts, <https://www.cdc.gov/nchs/nvss/vsrr/drug-overdose-data.htm> (last visited May 8, 2021).

Over the last year, Native Americans have experienced more than one and a half times the rate of COVID-19 infections, more than triple the rate of hospitalizations, and more than double the death rate compared to White Americans.³⁵ Low-income and minority communities also exhibit higher rates of pre-existing conditions that may contribute to an increased risk of COVID-19 mortality.³⁶

In addition, individuals living in low-income communities may have had more limited ability to socially distance or to self-isolate when ill, resulting in faster spread of the virus, and were over-represented among essential workers, who faced greater risk of exposure.³⁷ Social distancing measures in response to the pandemic may have also exacerbated pre-existing public health challenges. For example, for children living in homes with lead paint, spending substantially more time at home raises the risk of developing elevated blood lead levels, while screenings for elevated blood lead levels declined during the pandemic.³⁸ The combination of these underlying social and health vulnerabilities may have contributed to more severe public health outcomes of the pandemic within these communities, resulting in an exacerbation of pre-existing disparities in health outcomes.³⁹

and Deaths in the United States, by Social Vulnerability Index, https://covid.cdc.gov/covid-data-tracker/#pop-factors_totaldeaths (last visited May 8, 2021).

³⁵ Centers for Disease Control and Prevention, Risk for COVID-19 Infection, Hospitalization, and Death By Race/Ethnicity, <https://www.cdc.gov/coronavirus/2019-ncov/covid-data/investigations-discovery/hospitalization-death-by-race-ethnicity.html> (last visited Apr. 26, 2021).

³⁶ See, e.g., Centers for Disease Control and Prevention, Risk of Severe Illness or Death from COVID-19 (Dec. 10, 2020), <https://www.cdc.gov/coronavirus/2019-ncov/community/health-equity/racial-ethnic-disparities/disparities-illness.html> (last visited Apr. 26, 2021).

³⁷ Milena Almagro et al., Racial Disparities in Frontline Workers and Housing Crowding During COVID-19: Evidence from Geolocation Data (Sept. 22, 2020), NYU Stern School of Business (forthcoming), available at https://papers.ssrn.com/sol3/papers.cfm?abstract_id=3695249; Grace McCormack et al., Economic Vulnerability of Households with Essential Workers, *JAMA* 324(4):388–90 (2020), available at <https://jamanetwork.com/journals/jama/fullarticle/2767630>.

³⁸ See, e.g., Joseph G. Courtney et al., Decreases in Young Children Who Received Blood Lead Level Testing During COVID-19—34 Jurisdictions, January–May 2020, *Morb. Mort. Wkly. Rep.* 70(5):155–61 (Feb. 5, 2021), <https://www.cdc.gov/mmwr/volumes/70/wr/mm7005a2.htm>; Emily A. Benfer & Lindsay F. Wiley, Health Justice Strategies to Combat COVID-19: Protecting Vulnerable Communities During a Pandemic, *Health Affairs Blog* (Mar. 19, 2020), <https://www.healthaffairs.org/doi/10.1377/hblog.20200319.757883/full/>.

³⁹ See, e.g., Centers for Disease Control and Prevention, *supra* note 34; Benfer & Wiley, *supra*

Eligible Public Health Uses. The Fiscal Recovery Funds provide resources to meet and address these emergent public health needs, including through measures to counter the spread of COVID-19, through the provision of care for those impacted by the virus, and through programs or services that address disparities in public health that have been exacerbated by the pandemic. To facilitate implementation and use of payments from the Fiscal Recovery Funds, the interim final rule identifies a non-exclusive list of eligible uses of funding to respond to the COVID-19 public health emergency. Eligible uses listed under this section build and expand upon permissible expenditures under the CRF, while recognizing the differences between the ARPA and CARES Act, and recognizing that the response to the COVID-19 public health emergency has changed and will continue to change over time. To assess whether additional uses would be eligible under this category, recipients should identify an effect of COVID-19 on public health, including either or both of immediate effects or effects that may manifest over months or years, and assess how the use would respond to or address the identified need.

The interim final rule identifies a non-exclusive list of uses that address the effects of the COVID-19 public health emergency, including:

- *COVID-19 Mitigation and Prevention*. A broad range of services and programming are needed to contain COVID-19. Mitigation and prevention efforts for COVID-19 include vaccination programs; medical care; testing; contact tracing; support for isolation or quarantine; supports for vulnerable populations to access medical or public health services; public health surveillance (e.g., monitoring case trends, genomic sequencing for variants); enforcement of public health orders; public communication efforts; enhancement to health care capacity, including through alternative care facilities; purchases of personal protective equipment; support for prevention, mitigation, or other services in congregate living facilities (e.g., nursing homes, incarceration settings, homeless shelters, group living facilities) and other key settings like schools;⁴⁰ ventilation improvements in

note 38; Nathaniel M. Lewis et al., Disparities in COVID-19 Incidence, Hospitalizations, and Testing, by Area-Level Deprivation—Utah, March 3–July 9, 2020, *Morb. Mort. Wkly. Rep.* 69(38):1369–73 (Sept. 25, 2020), <https://www.cdc.gov/mmwr/volumes/69/wr/mm6938a4.htm>.

⁴⁰ This includes implementing mitigation strategies consistent with the Centers for Disease Control and Prevention's (CDC) Operational

congregate settings, health care settings, or other key locations; enhancement of public health data systems; and other public health responses.⁴¹ They also include capital investments in public facilities to meet pandemic operational needs, such as physical plant improvements to public hospitals and health clinics or adaptations to public buildings to implement COVID-19 mitigation tactics. These COVID-19 prevention and mitigation programs and services, among others, were eligible expenditures under the CRF and are eligible uses under this category of eligible uses for the Fiscal Recovery Funds.⁴²

- *Medical Expenses*. The COVID-19 public health emergency continues to have devastating effects on public health; the United States continues to average hundreds of deaths per day and the spread of new COVID-19 variants has raised new risks and genomic surveillance needs.⁴³ Moreover, our understanding of the potentially serious and long-term effects of the virus is growing, including the potential for symptoms like shortness of breath to continue for weeks or months, for multi-organ impacts from COVID-19, or for post-intensive care syndrome.⁴⁴ State and local governments may need to continue to provide care and services to address these near- and longer-term needs.⁴⁵

Strategy for K–12 Schools through Phased Prevention, available at <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/operation-strategy.html>.

⁴¹ Many of these expenses were also eligible in the CRF. Generally, funding uses eligible under CRF as a response to the direct public health impacts of COVID-19 will continue to be eligible under the ARPA, including those not explicitly listed here (e.g., telemedicine costs, costs to facilitate compliance with public health orders, disinfection of public areas, facilitating distance learning, increased solid waste disposal needs related to PPE, paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions), with the following two exceptions: (1) The standard for eligibility of public health and safety payrolls has been updated (see section II.A of this SUPPLEMENTARY INFORMATION) and (2) expenses related to the issuance of tax-anticipation notes are no longer an eligible funding use (see discussion of debt service in section II.B of this SUPPLEMENTARY INFORMATION).

⁴² Coronavirus Relief Fund for States, Tribal Governments, and Certain Eligible Local Governments, 86 FR 4182 (Jan. 15, 2021), available at https://home.treasury.gov/system/files/136/CRF-Guidance-Federal-Register_2021-00827.pdf.

⁴³ Centers for Disease Control and Prevention, *supra* note 24.

⁴⁴ Centers for Disease Control and Prevention, Long-Term Effects (Apr. 8, 2021), <https://www.cdc.gov/coronavirus/2019-ncov/long-term-effects.html> (last visited Apr. 26, 2021).

⁴⁵ Pursuant to 42 CFR 433.51 and 45 CFR 75.306, Fiscal Recovery Funds may not serve as a State or locality's contribution of certain Federal funds.

- *Behavioral Health Care.* In addition, new or enhanced State, local, and Tribal government services may be needed to meet behavioral health needs exacerbated by the pandemic and respond to other public health impacts. These services include mental health treatment, substance misuse treatment, other behavioral health services, hotlines or warmlines, crisis intervention, overdose prevention, infectious disease prevention, and services or outreach to promote access to physical or behavioral health primary care and preventative medicine.

- *Public Health and Safety Staff.* Treasury recognizes that responding to the public health and negative economic impacts of the pandemic, including administering the services described above, requires a substantial commitment of State, local, and Tribal government human resources. As a result, the Fiscal Recovery Funds may be used for payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, to the extent that their services are devoted to mitigating or responding to the COVID-19 public health emergency.⁴⁶ Accordingly, the Fiscal Recovery Funds may be used to support the payroll and covered benefits for the portion of the employee's time that is dedicated to responding to the COVID-19 public health emergency. For administrative convenience, the recipient may consider public health and safety employees to be entirely devoted to mitigating or responding to the COVID-19 public health emergency, and therefore fully covered, if the employee, or his or her operating unit or division, is primarily dedicated to responding to the COVID-19 public health emergency. Recipients may consider other presumptions for assessing the extent to which an employee, division, or operating unit is engaged in activities that respond to the COVID-19 public health emergency, provided that the recipient reassesses periodically and maintains records to support its assessment, such as payroll records, attestations from supervisors or staff, or regular work product or correspondence demonstrating work on

⁴⁶ In general, if an employee's wages and salaries are an eligible use of Fiscal Recovery Funds, recipients may treat the employee's covered benefits as an eligible use of Fiscal Recovery Funds. For purposes of the Fiscal Recovery Funds, covered benefits include costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (Federal and state), workers compensation insurance, and Federal Insurance Contributions Act (FICA) taxes (which includes Social Security and Medicare taxes).

the COVID-19 response. Recipients need not routinely track staff hours.

- *Expenses to Improve the Design and Execution of Health and Public Health Programs.* State, local, and Tribal governments may use payments from the Fiscal Recovery Funds to engage in planning and analysis in order to improve programs addressing the COVID-19 pandemic, including through use of targeted consumer outreach, improvements to data or technology infrastructure, impact evaluations, and data analysis.

Eligible Uses to Address Disparities in Public Health Outcomes. In addition, in recognition of the disproportionate impacts of the COVID-19 pandemic on health outcomes in low-income and Native American communities and the importance of mitigating these effects, the interim final rule identifies a broader range of services and programs that will be presumed to be responding to the public health emergency when provided in these communities. Specifically, Treasury will presume that certain types of services, outlined below, are eligible uses when provided in a Qualified Census Tract (QCT),⁴⁷ to families living in QCTs, or when these services are provided by Tribal governments.⁴⁸ Recipients may also provide these services to other populations, households, or geographic areas that are disproportionately impacted by the pandemic. In identifying these disproportionately-impacted communities, recipients should be able to support their determination that the pandemic resulted in disproportionate public health or economic outcomes to the

⁴⁷ Qualified Census Tracts are a common, readily-accessible, and geographically granular method of identifying communities with a large proportion of low-income residents. Using an existing measure may speed implementation and decrease administrative burden, while identifying areas of need at a highly-localized level.

While QCTs are an effective tool generally, many tribal communities have households with a wide range of income levels due in part to non-tribal member, high income residents living in the community. Mixed income communities, with a significant share of tribal members at the lowest levels of income, are often not included as eligible QCTs yet tribal residents are experiencing disproportionate impacts due to the pandemic. Therefore, including all services provided by Tribal governments is a more effective means of ensuring that disproportionately impacted Tribal members can receive services.

⁴⁸ U.S. Department of Housing and Urban Development (HUD), Qualified Census Tracts and Difficult Development Areas, <https://www.huduser.gov/portal/datasets/qct.html> (last visited Apr. 26, 2021); U.S. Department of the Interior, Bureau of Indian Affairs, Indian Lands of Federally Recognized Tribes of the United States (June 2016), <https://www.bia.gov/sites/bia.gov/files/assets/bia/ots/webteam/pdf/indc-1-028635.pdf> (last visited Apr. 26, 2021).

specific populations, households, or geographic areas to be served.

Given the exacerbation of health disparities during the pandemic and the role of pre-existing social vulnerabilities in driving these disparate outcomes, services to address health disparities are presumed to be responsive to the public health impacts of the pandemic. Specifically, recipients may use payments from the Fiscal Recovery Funds to facilitate access to resources that improve health outcomes, including services that connect residents with health care resources and public assistance programs and build healthier environments, such as:

- Funding community health workers to help community members access health services and services to address the social determinants of health;⁴⁹
- Funding public benefits navigators to assist community members with navigating and applying for available Federal, State, and local public benefits or services;
- Housing services to support healthy living environments and neighborhoods conducive to mental and physical wellness;
- Remediation of lead paint or other lead hazards to reduce risk of elevated blood lead levels among children; and
- Evidence-based community violence intervention programs to prevent violence and mitigate the increase in violence during the pandemic.⁵⁰

2. Responding to Negative Economic Impacts

Impacts on Households and Individuals. The public health emergency, including the necessary measures taken to protect public health, resulted in significant economic and financial hardship for many Americans. As businesses closed, consumers stayed home, schools shifted to remote

⁴⁹ The social determinants of health are the social and environmental conditions that affect health outcomes, specifically economic stability, health care access, social context, neighborhoods and built environment, and education access. See, e.g., U.S. Department of Health and Human Services, Office of Disease Prevention and Health Promotion, Healthy People 2030: Social Determinants of Health, <https://health.gov/healthypeople/objectives-and-data/social-determinants-health> (last visited Apr. 26, 2021).

⁵⁰ National Commission on COVID-19 and Criminal Justice, Impact Report: COVID-19 and Crime (Jan. 31, 2021), <https://covid19.counciloncj.org/2021/01/31/impact-report-covid-19-and-crime-3/> (showing a spike in homicide and assaults); Brad Boesrup et al., Alarming Trends in US domestic violence during the COVID-19 pandemic, *Am. J. of Emerg. Med.* 38(12): 2753–55 (Dec. 1, 2020), available at [https://www.ajemjournal.com/article/S0735-6757\(20\)30307-7/fulltext](https://www.ajemjournal.com/article/S0735-6757(20)30307-7/fulltext) (showing a spike in domestic violence).

education, and travel declined precipitously, over 20 million jobs were lost in March and April 2020.⁵¹ Although many have returned to work, as of April 2021, the economy remains 8.2 million jobs below its pre-pandemic peak,⁵² and more than 3 million workers have dropped out of the labor market altogether relative to February 2020.⁵³

Rates of unemployment are particularly severe among workers of color and workers with lower levels of educational attainment; for example, the overall unemployment rate in the United States was 6.1 percent in April 2021, but certain groups saw much higher rates: 9.7 percent for Black workers, 7.9 percent for Hispanic or Latino workers, and 9.3 percent for workers without a high school diploma.⁵⁴ Job losses have also been particularly steep among low wage workers, with these workers remaining furthest from recovery as of the end of 2020.⁵⁵ A severe recession—and its concentrated impact among low-income workers—has amplified food and housing insecurity, with an estimated nearly 17 million adults living in households where there is sometimes or often not enough food to eat and an estimated 10.7 million adults living in households that were not current on rent.⁵⁶ Over the course of the pandemic,

inequities also manifested along gender lines, as schools closed to in-person activities, leaving many working families without child care during the day.⁵⁷ Women of color have been hit especially hard: The labor force participation rate for Black women has fallen by 3.2 percentage points⁵⁸ during the pandemic as compared to 1.0 percentage points for Black men⁵⁹ and 2.0 percentage points for White women.⁶⁰

As the economy recovers, the effects of the pandemic-related recession may continue to impact households, including a risk of longer-term effects on earnings and economic potential. For example, unemployed workers, especially those who have experienced longer periods of unemployment, earn lower wages over the long term once rehired.⁶¹ In addition to the labor market consequences for unemployed workers, recessions can also cause longer-term economic challenges through, among other factors, damaged consumer credit scores⁶² and reduced familial and childhood wellbeing.⁶³

Food, Housing, and Employment Hardships, <https://www.cbpp.org/research/poverty-and-inequality/tracking-the-covid-19-recessions-effects-on-food-housing-and> (last visited May 8, 2021).

⁵¹ Women have carried a larger share of childcare responsibilities than men during the COVID-19 crisis. See, e.g., Gema Zamarro & Maria J. Prados, Gender differences in couples' division of childcare, work and mental health during COVID-19, *Rev. Econ. Household* 19:11–40 (2021), available at <https://link.springer.com/article/10.1007/s11150-020-09534-7>; Titan Alon et al., The Impact of COVID-19 on Gender Equality, National Bureau of Economic Research Working Paper 26947 (April 2020), available at <https://www.nber.org/papers/w26947>.

⁵² U.S. Bureau of Labor Statistics, Labor Force Participation Rate—20 Yrs. & Over, Black or African American Women [LNS11300032], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/LNS11300032> (last visited May 8, 2021).

⁵³ U.S. Bureau of Labor Statistics, Labor Force Participation Rate—20 Yrs. & Over, Black or African American Men [LNS11300031], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/LNS11300031> (last visited May 8, 2021).

⁵⁴ U.S. Bureau of Labor Statistics, Labor Force Participation Rate—20 Yrs. & Over, White Women [LNS11300029], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/LNS11300029> (last visited May 8, 2021).

⁵⁵ See, e.g., Michael Greenstone & Adam Looney, Unemployment and Earnings Losses: A Look at Long-Term Impacts of the Great Recession on American Workers, Brookings Institution (Nov. 4, 2021), <https://www.brookings.edu/blog/jobs/2011/11/04/unemployment-and-earnings-losses-a-look-at-long-term-impacts-of-the-great-recession-on-american-workers/>.

⁵⁶ Chi Chi Wu, Solving the Credit Conundrum: Helping Consumers' Credit Records Impaired by the Foreclosure Crisis and Great Recession (Dec. 2013), https://www.ncsl.org/images/pdf/credit_reports/report-credit-conundrum-2013.pdf.

⁵⁷ Irwin Garfinkel, Sara McLanahan, Christopher Wimer, eds., *Children of the Great Recession*,

These potential long-term economic consequences underscore the continued need for robust policy support.

Impacts on Businesses. The pandemic has also severely impacted many businesses, with small businesses hit especially hard. Small businesses make up nearly half of U.S. private-sector employment⁶⁴ and play a key role in supporting the overall economic recovery as they are responsible for two-thirds of net new jobs.⁶⁵ Since the beginning of the pandemic, however, 400,000 small businesses have closed, with many more at risk.⁶⁶ Sectors with a large share of small business employment have been among those with the most drastic drops in employment.⁶⁷ The negative outlook for small businesses has continued: As of April 2021, approximately 70 percent of small businesses reported that the pandemic has had a moderate or large negative effect on their business, and over a third expect that it will take over 6 months for their business to return to their normal level of operations.⁶⁸

This negative outlook is likely the result of many small businesses having faced periods of closure and having seen declining revenues as customers stayed home.⁶⁹ In general, small businesses can face greater hurdles in accessing credit,⁷⁰ and many small businesses were already financially fragile at the outset of the pandemic.⁷¹ Non-profits, which provide vital services to communities, have similarly faced

Russell Sage Foundation (Aug. 2016), available at <https://www.russellsage.org/publications/children-great-recession>.

⁶⁴ Board of Governors of the Federal Reserve System, *supra* note 5.

⁶⁵ U.S. Small Business Administration, Office of Advocacy, Small Businesses Generate 44 Percent of U.S. Economic Activity (Jan. 30, 2019), <https://advocacy.sba.gov/2019/01/30/small-businesses-generate-44-percent-of-u-s-economic-activity/>.

⁶⁶ Biden, *supra* note 6.

⁶⁷ Daniel Wilmoth, U.S. Small Business Administration Office of Advocacy, The Effects of the COVID-19 Pandemic on Small Businesses, Issue Brief No. 16 (Mar. 2021), available at <https://cdn.advocacy.sba.gov/wp-content/uploads/2021/03/02112318/COVID-19-Impact-On-Small-Business.pdf>.

⁶⁸ U.S. Census Bureau, Small Business Pulse Survey, <https://portal.census.gov/pulse/data/> (last visited May 8, 2021).

⁶⁹ Olivia S. Kim et al., Revenue Collapses and the Consumption of Small Business Owners in the Early Stages of the COVID-19 Pandemic (Nov. 2020), <https://www.nber.org/papers/w28151>.

⁷⁰ See e.g., Board of Governors of the Federal Reserve System, Report to Congress on the Availability of Credit to Small Businesses (Sept. 2017), available at <https://www.federalreserve.gov/publications/2017-september-availability-of-credit-to-small-businesses.htm>.

⁷¹ Alexander W. Bartik et al., The Impact of COVID-19 on small business outcomes and expectations, PNAS 117(30): 17656–66 (July 28, 2020), available at <https://www.pnas.org/content/117/30/17656>.

⁵¹ U.S. Bureau of Labor Statistics, All Employees, Total Nonfarm (PAYEMS), retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/PAYEMS> (last visited May 8, 2021).

⁵² *Id.*

⁵³ U.S. Bureau of Labor Statistics, Civilian Labor Force Level [CLF16OV], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/CLF16OV> (last visited May 8, 2021).

⁵⁴ U.S. Bureau of Labor Statistics, Labor Force Statistics from the Current Population Survey: Employment status of the civilian population by sex and age (May 8 2021), <https://www.bls.gov/news.release/empsit.t01.htm> (last visited May 8, 2021); U.S. Bureau of Labor Statistics, Labor Force Statistics from the Current Population Survey: Employment status of the civilian noninstitutional population by race, Hispanic or Latino ethnicity, sex, and age (May 8, 2021), <https://www.bls.gov/web/empsit/cpseee04.htm> (last visited May 8, 2021); U.S. Bureau of Labor Statistics, Labor Force Statistics from the Current Population Survey: Employment status of the civilian noninstitutional population 25 years and over by educational attainment (May 8, 2021), <https://www.bls.gov/web/empsit/cpseee05.htm> (last visited May 8, 2021).

⁵⁵ Elise Gould & Jori Kandra, Wages grew in 2020 because the bottom fell out of the low-wage labor market, Economic Policy Institute (Feb. 24, 2021), <https://files.epi.org/pdf/219418.pdf>. See also, Michael Dalton et al., The K-Shaped Recovery: Examining the Diverging Fortunes of Workers in the Recovery from the COVID-19 Pandemic using Business and Household Survey Microdata, U.S. Bureau of Labor Statistics Working Paper Series (Feb. 2021), <https://www.bls.gov/osmr/research-papers/2021/pdf/ec210020.pdf>.

⁵⁶ Center on Budget and Policy Priorities, Tracking the COVID-19 Recession's Effects on

economic and financial challenges due to the pandemic.⁷²

Impacts to State, Local, and Tribal Governments. State, local, and Tribal governments have felt substantial fiscal pressures. As noted above, State, local, and Tribal governments have faced significant revenue shortfalls and remain over 1 million jobs below their pre-pandemic staffing levels.⁷³ These reductions in staffing may undermine the ability to deliver services effectively, as well as add to the number of unemployed individuals in their jurisdictions.

Exacerbation of Pre-existing Disparities. The COVID-19 public health emergency may have lasting negative effects on economic outcomes, particularly in exacerbating disparities that existed prior to the pandemic.

The negative economic impacts of the COVID-19 pandemic are particularly pronounced in certain communities and families. Low- and moderate-income jobs make up a substantial portion of both total pandemic job losses,⁷⁴ and jobs that require in-person frontline work, which are exposed to greater risk of contracting COVID-19.⁷⁵ Both factors compound pre-existing vulnerabilities and the likelihood of food, housing, or other financial insecurity in low- and moderate-income families and, given the concentration of low- and moderate-income families within certain communities,⁷⁶ raise a substantial risk that the effects of the COVID-19 public health emergency will be amplified within these communities.

These compounding effect of recessions on concentrated poverty and the long-lasting nature of this effect were observed after the 2007–2009 recession, including a large increase in concentrated poverty with the number of people living in extremely poor

neighborhoods more than doubling by 2010–2014 relative to 2000.⁷⁷ Concentrated poverty has a range of deleterious impacts, including additional burdens on families and reduced economic potential and social cohesion.⁷⁸ Given the disproportionate impact of COVID-19 on low-income households discussed above, there is a risk that the current pandemic-induced recession could further increase concentrated poverty and cause long-term damage to economic prospects in neighborhoods of concentrated poverty.

The negative economic impacts of COVID-19 also include significant impacts to children in disproportionately affected families and include impacts to education, health, and welfare, all of which contribute to long-term economic outcomes.⁷⁹ Many low-income and minority students, who were disproportionately served by remote or hybrid education during the pandemic, lacked the resources to participate fully in remote schooling or live in households without adults available throughout the day to assist with online coursework.⁸⁰ Given these trends, the pandemic may widen educational disparities and worsen outcomes for low-income students,⁸¹ an

effect that would substantially impact their long-term economic outcomes. Increased economic strain or material hardship due to the pandemic could also have a long-term impact on health, educational, and economic outcomes of young children.⁸² Evidence suggests that adverse conditions in early childhood, including exposure to poverty, food insecurity, housing insecurity, or other economic hardships, are particularly impactful.⁸³

The pandemic's disproportionate economic impacts are also seen in Tribal communities across the country—for Tribal governments as well as families and businesses on and off Tribal lands. In the early months of the pandemic, Native American unemployment spiked to 26 percent and, while partially recovered, remains at nearly 11 percent.⁸⁴ Tribal enterprises are a significant source of revenue for Tribal governments to support the provision of government services. These enterprises, notably concentrated in gaming, tourism, and hospitality, frequently closed, significantly reducing both revenues to Tribal governments and employment. As a result, Tribal governments have reduced essential services to their citizens and communities.⁸⁵

Eligible Uses. Sections 602(c)(1)(A) and 603(c)(1)(A) permit use of payments from the Fiscal Recovery Funds to respond to the negative economic impacts of the COVID-19 public health emergency. Eligible uses that respond to the negative economic impacts of the public health emergency must be designed to address an economic harm resulting from or exacerbated by the public health emergency. In considering whether a program or service would be

⁷⁷Elizabeth Kneebone & Natalie Holmes, U.S. concentrated poverty in the wake of the Great Recession, Brookings Institution (Mar. 31, 2016), <https://www.brookings.edu/research/u-s-concentrated-poverty-in-the-wake-of-the-great-recession/>.

⁷⁸David Erickson et al., The Enduring Challenge of Concentrated Poverty in America: Case Studies from Communities Across the U.S. (2008), available at https://www.frbsf.org/community-development/files/cp_fullreport.pdf.

⁷⁹Educational quality, as early as Kindergarten, has a long-term impact on children's public health and economic outcomes. See, e.g., Tyler W. Watts et al., The Chicago School Readiness Project: Examining the long-term impacts of an early childhood intervention, *PLoS ONE* 13(7) (2018), available at <https://journals.plos.org/plosone/article?id=10.1371/journal.pone.0200144>; Opportunity Insights, How Can We Amplify Education as an Engine of Mobility? Using big data to help children get the most from school, <https://opportunityinsights.org/education/> (last visited Apr. 26, 2021); U.S. Department of Health and Human Services (HHS), Office of Disease Prevention and Health Promotion, Early Childhood Development and Education, <https://www.healthypeople.gov/2020/topics-objectives/topic/social-determinants-health/interventions-resources/early-childhood-development-and-education> (last visited Apr. 26, 2021).

⁸⁰See, e.g., Bacher-Hicks, *supra* note 14.

⁸¹A Department of Education survey found that, as of February 2021, 42 percent of fourth grade students nationwide were offered only remote education, compared to 48 percent of economically disadvantaged students, 54 percent of Black students and 57 percent of Hispanic students. Large districts often disproportionately serve low-income students. See Institute of Education Sciences, Monthly School Survey Dashboard, <https://ies.ed.gov/schoolsurvey/> (last visited Apr. 26, 2021). In summer 2020, a review found that 74 percent of the largest 100 districts chose remote learning only.

⁷²Federal Reserve Bank of San Francisco, Impacts of COVID-19 on Nonprofits in the Western United States (May 2020), <https://www.frbsf.org/community-development/files/impact-of-covid-nonprofits-serving-western-united-states.pdf>.

⁷³Bureau of Labor Statistics, *supra* note 8; Elijah Moreno & Heather Sobrepena, Tribal entities remain resilient as COVID-19 batters their finances, Federal Reserve Bank of Minneapolis (Nov. 10, 2021), <https://www.minneapolisfed.org/article/2020/tribal-entities-remain-resilient-as-covid-19-batters-their-finances>.

⁷⁴Kim Parker et al., Economic Fallout from COVID-19 Continues to Hit Lower-Income Americans the Hardest, Pew Research Center (Sept. 24, 2020), <https://www.pewresearch.org/social-trends/2020/09/24/economic-fallout-from-covid-19-continues-to-hit-lower-income-americans-the-hardest/>; Gould, *supra* note 55.

⁷⁵See *infra* Section II.B of this Supplementary Information.

⁷⁶Elizabeth Kneebone, The Changing geography of US poverty, Brookings Institution (Feb. 15, 2017), <https://www.brookings.edu/testimonies/the-changing-geography-of-us-poverty/>.

See Education Week, School Districts' Reopening Plans: A Snapshot (Jul. 15, 2020), <https://www.edweek.org/leadership/school-districts-reopening-plans-a-snapshot/2020/07> (last visited May 4, 2021).

⁸²HHS, *supra* note 79.

⁸³Hirokazu Yoshikawa, Effects of the Global Coronavirus Disease—2019 Pandemic on Early Childhood Development: Short- and Long-Term Risks and Mitigating Program and Policy Actions, *J. of Pediatrics* Vol. 223:188–93 (Aug. 1, 2020), available at [https://www.jpeds.com/article/S0022-3476\(20\)30606-5/abstract](https://www.jpeds.com/article/S0022-3476(20)30606-5/abstract).

⁸⁴Based on calculations conducted by the Minneapolis Fed's Center for Indian Country Development using Flood et al. (2020)'s Current Population Survey." Sarah Flood, Miriam King, Renae Rodgers, Steven Ruggles and J. Robert Warren. Integrated Public Use Microdata Series, Current Population Survey: Version 8.0 [dataset]. Minneapolis, MN: IPUMS, 2020. <https://doi.org/10.18128/D030.V8.0>; see also Donna Feir & Charles Golding, Native Employment During COVID-19: Hard hit in April but Starting to Rebound? (Aug. 5, 2020), <https://www.minneapolisfed.org/article/2020/native-employment-during-covid-19-hit-hard-in-april-but-starting-to-rebound>.

⁸⁵Moreno & Sobrepena, *supra* note 73.

eligible under this category, the recipient should assess whether, and the extent to which, there has been an economic harm, such as loss of earnings or revenue, that resulted from the COVID-19 public health emergency and whether, and the extent to which, the use would respond or address this harm.⁸⁶ A recipient should first consider whether an economic harm exists and whether this harm was caused or made worse by the COVID-19 public health emergency. While economic impacts may either be immediate or delayed, assistance or aid to individuals or businesses that did not experience a negative economic impact from the public health emergency would not be an eligible use under this category.

In addition, the eligible use must “respond to” the identified negative economic impact. Responses must be related and reasonably proportional to the extent and type of harm experienced; uses that bear no relation or are grossly disproportionate to the type or extent of harm experienced would not be eligible uses. Where there has been a negative economic impact resulting from the public health emergency, States, local, and Tribal governments have broad latitude to choose whether and how to use the Fiscal Recovery Funds to respond to and address the negative economic impact. Sections 602(c)(1)(A) and 603(c)(1)(A) describe several types of uses that would be eligible under this category, including assistance to households, small businesses, and nonprofits and aid to impacted industries such as tourism, travel, and hospitality.

To facilitate implementation and use of payments from the Fiscal Recovery Funds, the interim final rule identifies a non-exclusive list of eligible uses of funding that respond to the negative economic impacts of the public health emergency. Consistent with the discussion above, the eligible uses listed below would respond directly to the economic or financial harms resulting from and or exacerbated by the public health emergency.

- *Assistance to Unemployed Workers.* This includes assistance to unemployed workers, including services like job training to accelerate rehiring of unemployed workers; these services may extend to workers unemployed due to the pandemic or the resulting recession, or who were already unemployed when the pandemic began

and remain so due to the negative economic impacts of the pandemic.

- *State Unemployment Insurance Trust Funds.* Consistent with the approach taken in the CRF, recipients may make deposits into the state account of the Unemployment Trust Fund established under section 904 of the Social Security Act (42 U.S.C. 1104) up to the level needed to restore the pre-pandemic balances of such account as of January 27, 2020 or to pay back advances received under Title XII of the Social Security Act (42 U.S.C. 1321) for the payment of benefits between January 27, 2020 and May 17, 2021, given the close nexus between Unemployment Trust Fund costs, solvency of Unemployment Trust Fund systems, and pandemic economic impacts. Further, Unemployment Trust Fund deposits can decrease fiscal strain on Unemployment Insurance systems impacted by the pandemic. States facing a sharp increase in Unemployment Insurance claims during the pandemic may have drawn down positive Unemployment Trust Fund balances and, after exhausting the balance, required advances to fund continuing obligations to claimants. Because both of these impacts were driven directly by the need for assistance to unemployed workers during the pandemic, replenishing Unemployment Trust Funds up to the pre-pandemic level responds to the pandemic’s negative economic impacts on unemployed workers.

- *Assistance to Households.* Assistance to households or populations facing negative economic impacts due to COVID-19 is also an eligible use. This includes: Food assistance; rent, mortgage, or utility assistance; counseling and legal aid to prevent eviction or homelessness; cash assistance (discussed below); emergency assistance for burials, home repairs, weatherization, or other needs; internet access or digital literacy assistance; or job training to address negative economic or public health impacts experienced due to a worker’s occupation or level of training. As discussed above, in considering whether a potential use is eligible under this category, a recipient must consider whether, and the extent to which, the household has experienced a negative economic impact from the pandemic. In assessing whether a household or population experienced economic harm as a result of the pandemic, a recipient may presume that a household or population that experienced unemployment or increased food or housing insecurity or is low- or moderate-income experienced negative

economic impacts resulting from the pandemic. For example, a cash transfer program may focus on unemployed workers or low- and moderate-income families, which have faced disproportionate economic harms due to the pandemic. Cash transfers must be reasonably proportional to the negative economic impact they are intended to address. Cash transfers grossly in excess of the amount needed to address the negative economic impact identified by the recipient would not be considered to be a response to the COVID-19 public health emergency or its negative impacts. In particular, when considering the appropriate size of permissible cash transfers made in response to the COVID-19 public health emergency, State, local and Tribal governments may consider and take guidance from the per person amounts previously provided by the Federal Government in response to the COVID-19 crisis. Cash transfers that are grossly in excess of such amounts would be outside the scope of eligible uses under sections 602(c)(1)(A) and 603(c)(1)(A) and could be subject to recoupment. In addition, a recipient could provide survivor’s benefits to surviving family members of COVID-19 victims, or cash assistance to widows, widowers, and dependents of eligible COVID-19 victims.

- *Expenses to Improve Efficacy of Economic Relief Programs.* State, local, and Tribal governments may use payments from the Fiscal Recovery Funds to improve efficacy of programs addressing negative economic impacts, including through use of data analysis, targeted consumer outreach, improvements to data or technology infrastructure, and impact evaluations.

- *Small Businesses and Non-profits.* As discussed above, small businesses and non-profits faced significant challenges in covering payroll, mortgages or rent, and other operating costs as a result of the public health emergency and measures taken to contain the spread of the virus. State, local, and Tribal governments may provide assistance to small businesses to adopt safer operating procedures, weather periods of closure, or mitigate financial hardship resulting from the COVID-19 public health emergency, including:

- Loans or grants to mitigate financial hardship such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs;
- Loans, grants, or in-kind assistance to implement COVID-19 prevention or mitigation tactics, such as physical

⁸⁶In some cases, a use may be permissible under another eligible use category even if it falls outside the scope of section (c)(1)(A) of the Act.

plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs; and

- Technical assistance, counseling, or other services to assist with business planning needs.

As discussed above, these services should respond to the negative economic impacts of COVID-19. Recipients may consider additional criteria to target assistance to businesses in need, including small businesses. Such criteria may include businesses facing financial insecurity, substantial declines in gross receipts (e.g., comparable to measures used to assess eligibility for the Paycheck Protection Program), or other economic harm due to the pandemic, as well as businesses with less capacity to weather financial hardship, such as the smallest businesses, those with less access to credit, or those serving disadvantaged communities. Recipients should consider local economic conditions and business data when establishing such criteria.⁸⁷

- *Rehiring State, Local, and Tribal Government Staff.* State, local, and Tribal governments continue to see pandemic impacts in overall staffing levels: State, local, and Tribal government employment remains more than 1 million jobs lower in April 2021 than prior to the pandemic.⁸⁸ Employment losses decrease a state or local government's ability to effectively administer services. Thus, the interim final rule includes as an eligible use payroll, covered benefits, and other costs associated with rehiring public sector staff, up to the pre-pandemic staffing level of the government.

- *Aid to Impacted Industries.* Sections 602(c)(1)(A) and 603(c)(1)(A) recognize that certain industries, such as tourism, travel, and hospitality, were disproportionately and negatively impacted by the COVID-19 public health emergency. Aid provided to tourism, travel, and hospitality industries should respond to the negative economic impacts of the

pandemic on those and similarly impacted industries. For example, aid may include assistance to implement COVID-19 mitigation and infection prevention measures to enable safe resumption of tourism, travel, and hospitality services, for example, improvements to ventilation, physical barriers or partitions, signage to facilitate social distancing, provision of masks or personal protective equipment, or consultation with infection prevention professionals to develop safe reopening plans.

Aid may be considered responsive to the negative economic impacts of the pandemic if it supports businesses, attractions, business districts, and Tribal development districts operating prior to the pandemic and affected by required closures and other efforts to contain the pandemic. For example, a recipient may provide aid to support safe reopening of businesses in the tourism, travel, and hospitality industries and to business districts that were closed during the COVID-19 public health emergency, as well as aid for a planned expansion or upgrade of tourism, travel, and hospitality facilities delayed due to the pandemic.

When considering providing aid to industries other than tourism, travel, and hospitality, recipients should consider the extent of the economic impact as compared to tourism, travel, and hospitality, the industries enumerated in the statute. For example, on net, the leisure and hospitality industry has experienced an approximately 24 percent decline in revenue and approximately 17 percent decline in employment nationwide due to the COVID-19 public health emergency.⁸⁹ Recipients should also consider whether impacts were due to the COVID-19 pandemic, as opposed to longer-term economic or industrial trends unrelated to the pandemic.

To facilitate transparency and accountability, the interim final rule requires that State, local, and Tribal governments publicly report assistance provided to private-sector businesses under this eligible use, including

tourism, travel, hospitality, and other impacted industries, and its connection to negative economic impacts of the pandemic. Recipients also should maintain records to support their assessment of how businesses or business districts receiving assistance were affected by the negative economic impacts of the pandemic and how the aid provided responds to these impacts.

As discussed above, economic disparities that existed prior to the COVID-19 public health emergency amplified the impact of the pandemic among low-income and minority groups. These families were more likely to face housing, food, and financial insecurity; are over-represented among low-wage workers; and many have seen their livelihoods deteriorate further during the pandemic and economic contraction. In recognition of the disproportionate negative economic impacts on certain communities and populations, the interim final rule identifies services and programs that will be presumed to be responding to the negative economic impacts of the COVID-19 public health emergency when provided in these communities.

Specifically, Treasury will presume that certain types of services, outlined below, are eligible uses when provided in a QCT, to families and individuals living in QCTs, or when these services are provided by Tribal governments.⁹⁰ Recipients may also provide these services to other populations, households, or geographic areas disproportionately impacted by the pandemic. In identifying these disproportionately impacted communities, recipients should be able to support their determination that the pandemic resulted in disproportionate public health or economic outcomes to the specific populations, households, or geographic areas to be served. The interim final rule identifies a non-exclusive list of uses that address the disproportionate negative economic effects of the COVID-19 public health emergency, including:

- *Building Stronger Communities through Investments in Housing and Neighborhoods.* The economic impacts of COVID-19 have likely been most acute in lower-income neighborhoods, including concentrated areas of high unemployment, limited economic opportunity, and housing insecurity.⁹¹

⁸⁹ HUD, *supra* note 48.

⁹¹ Stuart M. Butler & Jonathan Grabiner, Tackling the legacy of persistent urban inequality and concentrated poverty, Brookings Institution (Nov. 16, 2020), <https://www.brookings.edu/blog/up-front/2020/11/16/tackling-the-legacy-of->

⁸⁷ See Federal Reserve Bank of Cleveland, An Uphill Battle: COVID-19's Outsized Toll on Minority-Owned Firms (Oct. 8, 2020), <https://www.clevelandfed.org/newsroom-and-events/publications/community-development-briefs/db-20201008-misera-report.aspx> (discussing the impact of COVID-19 on minority owned businesses).

⁸⁸ U.S. Bureau of Labor Statistics, All Employees, State Government [CES9092000001] and All Employees, Local Government [CES9093000001], retrieved from FRED, Federal Reserve Bank of St. Louis, <https://fred.stlouisfed.org/series/CES9092000001> and <https://fred.stlouisfed.org/series/CES9093000001> (last visited May 8, 2021).

⁸⁹ From February 2020 to April 2021, employment in "Leisure and hospitality" has fallen by approximately 17 percent. See U.S. Bureau of Labor Statistics, All Employees, Leisure and Hospitality, retrieved from FRED, Federal Reserve Bank of St. Louis, <https://fred.stlouisfed.org/series/USLAH> (last visited May 8, 2021). From 2019Q4 to 2020Q4, gross output (e.g. revenue) in arts, entertainment, recreation, accommodation, and food services has fallen by approximately 24 percent. See Bureau of Economic Analysis, News Release: Gross Domestic Product (Third Estimate), Corporate Profits, and GDP by Industry, Fourth Quarter and Year 2020 (Mar. 25, 2021), Table 17, https://www.bea.gov/sites/default/files/2021-03/gdp4q20_3rd.pdf.

Services in this category alleviate the immediate economic impacts of the COVID-19 pandemic on housing insecurity, while addressing conditions that contributed to poor public health and economic outcomes during the pandemic, namely concentrated areas with limited economic opportunity and inadequate or poor-quality housing.⁹² Eligible services include:

- Services to address homelessness such as supportive housing, and to improve access to stable, affordable housing among unhoused individuals;
- Affordable housing development to increase supply of affordable and high-quality living units; and

- Housing vouchers, residential counseling, or housing navigation assistance to facilitate household moves to neighborhoods with high levels of economic opportunity and mobility for low-income residents, to help residents increase their economic opportunity and reduce concentrated areas of low economic opportunity.⁹³

- *Addressing Educational Disparities.* As outlined above, school closures and the transition to remote education raised particular challenges for lower-income students, potentially exacerbating educational disparities, while increases in economic hardship among families could have long-lasting impacts on children's educational and economic prospects. Services under this prong would enhance educational supports to help mitigate impacts of the pandemic. Eligible services include:

- New, expanded, or enhanced early learning services, including pre-kindergarten, Head Start, or partnerships between pre-kindergarten programs and local education authorities, or administration of those services;

- Providing assistance to high-poverty school districts to advance equitable funding across districts and geographies;

- Evidence-based educational services and practices to address the academic needs of students, including tutoring, summer, afterschool, and other

extended learning and enrichment programs; and

- Evidence-based practices to address the social, emotional, and mental health needs of students;

- *Promoting Healthy Childhood Environments.* Children's economic and family circumstances have a long-term impact on their future economic outcomes.⁹⁴ Increases in economic hardship, material insecurity, and parental stress and behavioral health challenges all raise the risk of long-term harms to today's children due to the pandemic. Eligible services to address this challenge include:

- New or expanded high-quality childcare to provide safe and supportive care for children;

- Home visiting programs to provide structured visits from health, parent educators, and social service professionals to pregnant women or families with young children to offer education and assistance navigating resources for economic support, health needs, or child development; and

- Enhanced services for child welfare-involved families and foster youth to provide support and training on child development, positive parenting, coping skills, or recovery for mental health and substance use challenges.

State, local, and Tribal governments are encouraged to use payments from the Fiscal Recovery Funds to respond to the direct and immediate needs of the pandemic and its negative economic impacts and, in particular, the needs of households and businesses that were disproportionately and negatively impacted by the public health emergency. As highlighted above, low-income communities and workers and people of color have faced more severe health and economic outcomes during the pandemic, with pre-existing social vulnerabilities like low-wage or insecure employment, concentrated neighborhoods with less economic opportunity, and pre-existing health disparities likely contributing to the magnified impact of the pandemic. The Fiscal Recovery Funds provide resources to not only respond to the immediate harms of the pandemic but also to mitigate its longer-term impact in compounding the systemic public health and economic challenges of disproportionately impacted populations. Treasury encourages recipients to consider funding uses that foster a strong, inclusive, and equitable recovery, especially uses with long-term benefits for health and economic outcomes.

Uses Outside the Scope of this Category. Certain uses would not be within the scope of this eligible use category, although may be eligible under other eligible use categories. A general infrastructure project, for example, typically would not be included unless the project responded to a specific pandemic public health need (e.g., investments in facilities for the delivery of vaccines) or a specific negative economic impact like those described above (e.g., affordable housing in a QCT). The ARPA explicitly includes infrastructure if it is "necessary" and in water, sewer, or broadband. See Section II.D of this **SUPPLEMENTARY INFORMATION**. State, local, and Tribal governments also may use the Fiscal Recovery Funds under sections 602(c)(1)(C) or 603(c)(1)(C) to provide "government services" broadly to the extent of their reduction in revenue. See Section II.C of this **SUPPLEMENTARY INFORMATION**.

This category of eligible uses also would not include contributions to rainy day funds, financial reserves, or similar funds. Resources made available under this eligible use category are intended to help meet pandemic response needs and provide relief for households and businesses facing near- and long-term negative economic impacts. Contributions to rainy day funds and similar financial reserves would not address these needs or respond to the COVID-19 public health emergency but would rather constitute savings for future spending needs. Similarly, this eligible use category would not include payment of interest or principal on outstanding debt instruments, including, for example, short-term revenue or tax anticipation notes, or other debt service costs. As discussed below, payments from the Fiscal Recovery Funds are intended to be used prospectively and the interim final rule precludes use of these funds to cover the costs of debt incurred prior to March 3, 2021. Fees or issuance costs associated with the issuance of new debt would also not be covered using payments from the Fiscal Recovery Funds because such costs would not themselves have been incurred to address the needs of pandemic response or its negative economic impacts. The purpose of the Fiscal Recovery Funds is to provide fiscal relief that will permit State, local, and Tribal governments to continue to respond to the COVID-19 public health emergency.

For the same reasons, this category of eligible uses would not include satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring

persistent-urban-inequality-and-concentrated-poverty/.

⁹² U.S. Department of Health and Human Services (HHS), Office of Disease Prevention and Health Promotion, Quality of Housing, <https://www.healthypeople.gov/2020/topics-objectives/topic/social-determinants-health/interventions-resources/quality-of-housing#11> (last visited Apr. 26, 2021).

⁹³ The Opportunity Atlas, <https://www.opportunityatlas.org/> (last visited Apr. 26, 2021); Raj Chetty & Nathaniel Hendren, The Impacts of Neighborhoods on Intergenerational Mobility I: Childhood Exposure Effects, *Quarterly J. of Econ.* 133(3):1107–162 (2018), available at <https://opportunityinsights.org/paper/neighborhoodsi/>.

⁹⁴ See *supra* notes 52 and 84.

plan in a judicial, administrative, or regulatory proceeding, except to the extent the judgment or settlement requires the provision of services that would respond to the COVID-19 public health emergency. That is, satisfaction of a settlement or judgment would not itself respond to COVID-19 with respect to the public health emergency or its negative economic impacts, unless the settlement requires the provision of services or aid that did directly respond to these needs, as described above.

In addition, as described in Section V.III of this **SUPPLEMENTARY INFORMATION**, Treasury will establish reporting and record keeping requirements for uses within this category, including enhanced reporting requirements for certain types of uses.

Question 1: Are there other types of services or costs that Treasury should consider as eligible uses to respond to the public health impacts of COVID-19? Describe how these respond to the COVID-19 public health emergency.

Question 2: The interim final rule permits coverage of payroll and benefits costs of public health and safety staff primarily dedicated to COVID-19 response, as well as rehiring of public sector staff up to pre-pandemic levels. For how long should these measures remain in place? What other measures or presumptions might Treasury consider to assess the extent to which public sector staff are engaged in COVID-19 response, and therefore reimbursable, in an easily-administrable manner?

Question 3: The interim final rule permits rehiring of public sector staff up to the government's pre-pandemic staffing level, which is measured based on employment as of January 27, 2020. Does this approach adequately measure the pre-pandemic staffing level in a manner that is both accurate and easily administrable? Why or why not?

Question 4: The interim final rule permits deposits to Unemployment Insurance Trust Funds, or using funds to pay back advances, up to the pre-pandemic balance. What, if any, conditions should be considered to ensure that funds repair economic impacts of the pandemic and strengthen unemployment insurance systems?

Question 5: Are there other types of services or costs that Treasury should consider as eligible uses to respond to the negative economic impacts of COVID-19? Describe how these respond to the COVID-19 public health emergency.

Question 6: What other measures, presumptions, or considerations could be used to assess "impacted industries"

affected by the COVID-19 public health emergency?

Question 7: What are the advantages and disadvantages of using Qualified Census Tracts and services provided by Tribal governments to delineate where a broader range of eligible uses are presumed to be responsive to the public health and economic impacts of COVID-19? What other measures might Treasury consider? Are there other populations or geographic areas that were disproportionately impacted by the pandemic that should be explicitly included?

Question 8: Are there other services or costs that Treasury should consider as eligible uses to respond to the disproportionate impacts of COVID-19 on low-income populations and communities? Describe how these respond to the COVID-19 public health emergency or its negative economic impacts, including its exacerbation of pre-existing challenges in these areas.

Question 9: The interim final rule includes eligible uses to support affordable housing and stronger neighborhoods in disproportionately-impacted communities. Discuss the advantages and disadvantages of explicitly including other uses to support affordable housing and stronger neighborhoods, including rehabilitation of blighted properties or demolition of abandoned or vacant properties. In what ways does, or does not, this potential use address public health or economic impacts of the pandemic? What considerations, if any, could support use of Fiscal Recovery Funds in ways that do not result in resident displacement or loss of affordable housing units?

B. Premium Pay

Fiscal Recovery Funds payments may be used by recipients to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency or to provide grants to third-party employers with eligible workers performing essential work.⁹⁵ These are workers who have been and continue to be relied on to maintain continuity of operations of essential critical infrastructure sectors, including those who are critical to protecting the health and wellbeing of their communities.

Since the start of the COVID-19 public health emergency in January 2020, essential workers have put their physical wellbeing at risk to meet the daily needs of their communities and to provide care for others. In the course of this work, many essential workers have

contracted or died of COVID-19.⁹⁶ Several examples reflect the severity of the health impacts for essential workers. Meat processing plants became "hotspots" for transmission, with 700 new cases reported at a single plant on a single day in May 2020.⁹⁷ In New York City, 120 employees of the Metropolitan Transit Authority were estimated to have died due to COVID-19 by mid-May 2020, with nearly 4,000 testing positive for the virus.⁹⁸ Furthermore, many essential workers are people of color or low-wage workers.⁹⁹ These workers, in particular, have borne a disproportionate share of the health and economic impacts of the pandemic. Such workers include:

- Staff at nursing homes, hospitals, and home care settings;
- Workers at farms, food production facilities, grocery stores, and restaurants;
- Janitors and sanitation workers;
- Truck drivers, transit staff, and warehouse workers;
- Public health and safety staff;
- Childcare workers, educators, and other school staff; and
- Social service and human services staff.

During the public health emergency, employers' policies on COVID-19-related hazard pay have varied widely, with many essential workers not yet compensated for the heightened risks they have faced and continue to face.¹⁰⁰

⁹⁶ See, e.g., Centers for Disease Control and Prevention, COVID Data Tracker: Cases & Death among Healthcare Personnel, <https://covid.cdc.gov/covid-data-tracker/#health-care-personnel> (last visited May 4, 2021); Centers for Disease Control and Prevention, COVID Data Tracker: Confirmed COVID-19 Cases and Deaths among Staff and Rate per 1,000 Resident-Weeks in Nursing Homes, by Week—United States, <https://covid.cdc.gov/covid-data-tracker/#nursing-home-staff> (last visited May 4, 2021).

⁹⁷ See, e.g., The Lancet, The plight of essential workers during the COVID-19 pandemic, Vol. 395, Issue 10237:1587 (May 23, 2020), available at [https://www.thelancet.com/journals/lancet/article/PIIS0140-6736\(20\)2931200-9/fulltext](https://www.thelancet.com/journals/lancet/article/PIIS0140-6736(20)2931200-9/fulltext).

⁹⁸ *Id.*

⁹⁹ Joanna Gaitens et al., Covid-19 and essential workers: A narrative review of health outcomes and moral injury, *Int'l J. of Env'tl. Research and Pub. Health* 18(4):1446 (Feb. 4, 2021), available at <https://pubmed.ncbi.nlm.nih.gov/33557075/>; Tiana N. Rogers et al., Racial Disparities in COVID-19 Mortality Among Essential Workers in the United States, *World Med. & Health policy* 12(3):311–27 (Aug. 5, 2020), available at <https://onlinelibrary.wiley.com/doi/full/10.1002/wmh3.358> (finding that vulnerability to coronavirus exposure was increased among non-Hispanic blacks, who disproportionately occupied the top nine essential occupations).

¹⁰⁰ Economic Policy Institute, Only 30% of those working outside their home are receiving hazard pay (June 16, 2020), <https://www.epi.org/press/only-30-of-those-working-outside-their-home-are-receiving-hazard-pay-black-and-hispanic-workers-are-most-concerned-about-bringing-the-coronavirus-home/>.

⁹⁵ Sections 602(c)(1)(B), 603(c)(1)(B) of the Act.

Many of these workers earn lower wages on average and live in socioeconomically vulnerable communities as compared to the general population.¹⁰¹ A recent study found that 25 percent of essential workers were estimated to have low household income, with 13 percent in high-risk households.¹⁰² The low pay of many essential workers makes them less able to cope with the financial consequences of the pandemic or their work-related health risks, including working hours lost due to sickness or disruptions to childcare and other daily routines, or the likelihood of COVID-19 spread in their households or communities. Thus, the threats and costs involved with maintaining the ongoing operation of vital facilities and services have been, and continue to be, borne by those that are often the most vulnerable to the pandemic. The added health risk to essential workers is one prominent way in which the pandemic has amplified pre-existing socioeconomic inequities.

The Fiscal Recovery Funds will help respond to the needs of essential workers by allowing recipients to remunerate essential workers for the elevated health risks they have faced and continue to face during the public health emergency. To ensure that premium pay is targeted to workers that faced or face heightened risks due to the character of their work, the interim final rule defines essential work as work involving regular in-person interactions or regular physical handling of items that were also handled by others. A worker would not be engaged in essential work and, accordingly may not receive premium pay, for telework performed from a residence.

Sections 602(g)(2) and 603(g)(2) define eligible worker to mean “those workers needed to maintain continuity of operations of essential critical infrastructure sectors and additional sectors as each Governor of a State or territory, or each Tribal government, may designate as critical to protect the health and well-being of the residents of their State, territory, or Tribal government.”¹⁰³ The rule incorporates this definition and provides a list of industries recognized as essential critical infrastructure sectors.¹⁰⁴ These sectors include healthcare, public health and safety, childcare, education, sanitation, transportation, and food production and services, among others

as noted above. As provided under sections 602(g)(2) and 603(g)(2), the chief executive of each recipient has discretion to add additional sectors to this list, so long as additional sectors are deemed critical to protect the health and well-being of residents.

In providing premium pay to essential workers or grants to eligible employers, a recipient must consider whether the pay or grant would “respond to” to the worker or workers performing essential work. Premium pay or grants provided under this section respond to workers performing essential work if it addresses the heightened risk to workers who must be physically present at a jobsite and, for many of whom, the costs associated with illness were hardest to bear financially. Many of the workers performing critical essential services are low- or moderate-income workers, such as those described above. The ARPA recognizes this by defining premium pay to mean an amount up to \$13 per hour in addition to wages or remuneration the worker otherwise receives and in an aggregate amount not to exceed \$25,000 per eligible worker. To ensure the provision is implemented in a manner that compensates these workers, the interim final rule provides that any premium pay or grants provided using the Fiscal Recovery Funds should prioritize compensation of those lower income eligible workers that perform essential work.

As such, providing premium pay to eligible workers responds to such workers by helping address the disparity between the critical services and risks taken by essential workers and the relatively low compensation they tend to receive in exchange. If premium pay would increase a worker’s total pay above 150 percent of their residing state’s average annual wage for all occupations, as defined by the Bureau of Labor Statistics’ Occupational Employment and Wage Statistics, or their residing county’s average annual wage, as defined by the Bureau of Labor Statistics’ Occupational Employment and Wage Statistics, whichever is higher, on an annual basis, the State, local, or Tribal government must provide Treasury and make publicly available, whether for themselves or on behalf of a grantee, a written justification of how the premium pay or grant is responsive to workers performing essential worker during the public health emergency.¹⁰⁵

The threshold of 150 percent for requiring additional written justification is based on an analysis of the distribution of labor income for a sample of 20 occupations that generally correspond to the essential workers as defined in the interim final rule.¹⁰⁶ For these occupations, labor income for the vast majority of workers was under 150 percent of average annual labor income across all occupations. Treasury anticipates that the threshold of 150 percent of the annual average wage will be greater than the annual average wage of the vast majority of eligible workers performing essential work. These enhanced reporting requirements help to ensure grants are directed to essential workers in critical infrastructure sectors and responsive to the impacts of the pandemic observed among essential workers, namely the mis-alignment between health risks and compensation. Enhanced reporting also provides transparency to the public. Finally, using a localized measure reflects differences in wages and cost of living across the country, making this standard administrable and reflective of essential worker incomes across a diverse range of geographic areas.

Furthermore, because premium pay is intended to compensate essential workers for heightened risk due to COVID-19, it must be entirely additive to a worker’s regular rate of wages and other remuneration and may not be used to reduce or substitute for a worker’s normal earnings. The definition of premium pay also clarifies that premium pay may be provided retrospectively for work performed at any time since the start of the COVID-19 public health emergency, where those workers have yet to be compensated adequately for work previously performed.¹⁰⁷ Treasury encourages recipients to prioritize providing retrospective premium pay where possible, recognizing that many essential workers have not yet received additional compensation for work conducted over the course of many

of Labor Statistics, May 2020 Metropolitan and Nonmetropolitan Area Estimates listed by county or town, https://www.bls.gov/oes/current/county_links.htm (last visited May 1, 2021).

¹⁰⁶ Treasury performed this analysis with data from the U.S. Census Bureau’s 2019 Annual Social and Economic Supplement. In determining which occupations to include in this analysis, Treasury excluded management and supervisory positions, as such positions may not necessarily involve regular in-person interactions or physical handling of items to the same extent as non-managerial positions.

¹⁰⁷ However, such compensation must be “in addition to” remuneration or wages already received. That is, employers may not reduce such workers’ current pay and use Fiscal Recovery Funds to compensate themselves for premium pay previously provided to the worker.

¹⁰¹ McCormack, *supra* note 37.

¹⁰² *Id.*

¹⁰³ Sections 602(g)(2), 603(g)(2) of the Act.

¹⁰⁴ The list of critical infrastructure sectors provided in the interim final rule is based on the list of essential workers under The Heroes Act, H.R. 6800, 116th Cong. (2020).

¹⁰⁵ County median annual wage is taken to be that of the metropolitan or nonmetropolitan area that includes the county. See U.S. Bureau of Labor Statistics, State Occupational Employment and Wage Estimates, <https://www.bls.gov/oes/current/oesrcst.htm> (last visited May 1, 2021); U.S. Bureau

months. Essential workers who have already earned premium pay for essential work performed during the COVID-19 public health emergency remain eligible for additional payments, and an essential worker may receive both retrospective premium pay for prior work as well as prospective premium pay for current or ongoing work.

To ensure any grants respond to the needs of essential workers and are made in a fair and transparent manner, the rule imposes some additional reporting requirements for grants to third-party employers, including the public disclosure of grants provided. *See* Section VIII of this **SUPPLEMENTARY INFORMATION**, discussing reporting requirements. In responding to the needs of essential workers, a grant to an employer may provide premium pay to eligible workers performing essential work, as these terms are defined in the interim final rule and discussed above. A grant provided to an employer may also be for essential work performed by eligible workers pursuant to a contract. For example, if a municipality contracts with a third party to perform sanitation work, the third-party contractor could be eligible to receive a grant to provide premium pay for these eligible workers.

Question 10: Are there additional sectors beyond those listed in the interim final rule that should be considered essential critical infrastructure sectors?

Question 11: What, if any, additional criteria should Treasury consider to ensure that premium pay responds to essential workers?

Question 12: What consideration, if any, should be given to the criteria on salary threshold, including measure and level, for requiring written justification?

C. Revenue Loss

Recipients may use payments from the Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 public health emergency.¹⁰⁸ Pursuant to sections 602(c)(1)(C) and 603(c)(1)(C) of the Act, a recipient's reduction in revenue is measured relative to the revenue collected in the most recent full fiscal year prior to the emergency.

Many State, local, and Tribal governments are experiencing significant budget shortfalls, which can have a devastating impact on communities. State government tax revenue from major sources were down 4.3 percent in the six months ended September 2020, relative to the same

period 2019.¹⁰⁹ At the local level, nearly 90 percent of cities have reported being less able to meet the fiscal needs of their communities and, on average, cities expect a double-digit decline in general fund revenues in their fiscal year 2021.¹¹⁰ Similarly, surveys of Tribal governments and Tribal enterprises found majorities of respondents reporting substantial cost increases and revenue decreases, with Tribal governments reporting reductions in healthcare, housing, social services, and economic development activities as a result of reduced revenues.¹¹¹ These budget shortfalls are particularly problematic in the current environment, as State, local, and Tribal governments work to mitigate and contain the COVID-19 pandemic and help citizens weather the economic downturn.

Further, State, local, and Tribal government budgets affect the broader economic recovery. During the period following the 2007–2009 recession, State and local government budget pressures led to fiscal austerity that was a significant drag on the overall economic recovery.¹¹² Inflation-adjusted State and local government revenue did not return to the previous peak until 2013,¹¹³ while State, local, and Tribal government employment did not recover to its prior peak for over a decade, until August 2019—just a few months before the COVID-19 public health emergency began.¹¹⁴

¹⁰⁹ Major sources include personal income tax, corporate income tax, sales tax, and property tax. *See* Lucy Dadayan, States Reported Revenue Growth in July–September Quarter, Reflecting Revenue Shifts from the Prior Quarter, State Tax and Econ. Rev. (Q. 3, 2020), available at https://www.urban.org/sites/default/files/publication/103938/state-tax-and-economic-review-2020-q3_0.pdf.

¹¹⁰ National League of Cities, City Fiscal Conditions (2020), available at https://www.nlc.org/wp-content/uploads/2020/08/City_Fiscal_Conditions_2020_FINAL.pdf.

¹¹¹ Surveys conducted by the Center for Indian Country Development at the Federal Reserve Bank of Minneapolis in March, April, and September 2020. *See* Moreno & Sobrepina, *supra* note 73.

¹¹² *See, e.g.*, Fitzpatrick, Haughwout & Setren, Fiscal Drag from the State and Local Sector?, Liberty Street Economics Blog, Federal Reserve Bank of New York (June 27, 2012), <https://www.libertystreeteconomics.newyorkfed.org/2012/06/fiscal-drag-from-the-state-and-local-sector.html>; Jiri Jonas, Great Recession and Fiscal Squeeze at U.S. Subnational Government Level, IMF Working Paper 12/184, (July 2012), available at <https://www.imf.org/external/pubs/ft/wp/2012/wp12184.pdf>; Gordon, *supra* note 9.

¹¹³ State and local government general revenue from own sources, adjusted for inflation using the GDP price index. U.S. Census Bureau, Annual Survey of State Government Finances and U.S. Bureau of Economic Analysis, National Income and Product Accounts.

¹¹⁴ U.S. Bureau of Labor Statistics, All Employees, State Government [CES9092000001] and All Employees, Local Government [CES9093000001],

Sections 602(c)(1)(C) and 603(c)(1)(C) of the Act allow recipients facing budget shortfalls to use payments from the Fiscal Recovery Funds to avoid cuts to government services and, thus, enable State, local, and Tribal governments to continue to provide valuable services and ensure that fiscal austerity measures do not hamper the broader economic recovery. The interim final rule implements these provisions by establishing a definition of “general revenue” for purposes of calculating a loss in revenue and by providing a methodology for calculating revenue lost due to the COVID-19 public health emergency.

General Revenue. The interim final rule adopts a definition of “general revenue” based largely on the components reported under “General Revenue from Own Sources” in the Census Bureau’s Annual Survey of State and Local Government Finances, and for purposes of this interim final rule, helps to ensure that the components of general revenue would be calculated in a consistent manner.¹¹⁵ By relying on a methodology that is both familiar and comprehensive, this approach minimizes burden to recipients and provides consistency in the measurement of general revenue across a diverse set of recipients.

The interim final rule defines the term “general revenue” to include revenues collected by a recipient and generated from its underlying economy and would capture a range of different types of tax revenues, as well as other types of revenue that are available to support government services.¹¹⁶ In calculating revenue, recipients should sum across all revenue streams covered as general revenue. This approach minimizes the administrative burden for recipients, provides for greater consistency across recipients, and presents a more accurate representation of the overall impact of

retrieved from FRED, Federal Reserve Bank of St. Louis, <https://fred.stlouisfed.org/series/CES9092000001> and <https://fred.stlouisfed.org/series/CES9093000001> (last visited Apr. 27, 2021).

¹¹⁵ U.S. Census Bureau, Annual Survey of State and Local Government Finances, <https://www.census.gov/programs-surveys/gov-finances.html> (last visited Apr. 30, 2021).

¹¹⁶ The interim final rule would define tax revenue in a manner consistent with the Census Bureau’s definition of tax revenue, with certain changes (*i.e.*, inclusion of revenue from liquor stores and certain intergovernmental transfers). Current charges are defined as “charges imposed for providing current services or for the sale of products in connection with general government activities.” It includes revenues such as public education institution, public hospital, and toll revenues. Miscellaneous general revenue comprises of all other general revenue of governments from their own sources (*i.e.*, other than liquor store, utility, and insurance trust revenue), including rents, royalties, lottery proceeds, and fines.

¹⁰⁸ ARPA, *supra* note 16.

the COVID-19 public health emergency on a recipient's revenue, rather than relying on financial reporting prepared by each recipient, which vary in methodology used and which generally aggregates revenue by purpose rather than by source.¹¹⁷

Consistent with the Census Bureau's definition of "general revenue from own sources," the definition of general revenue in the interim final rule would exclude refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, and agency or private trust transactions. The definition of general revenue also would exclude revenue generated by utilities and insurance trusts. In this way, the definition of general revenue focuses on sources that are generated from economic activity and are available to fund government services, rather than a fund or administrative unit established to account for and control a particular activity.¹¹⁸ For example, public utilities typically require financial support from the State, local, or Tribal government, rather than providing revenue to such government, and any revenue that is generated by public utilities typically is used to support the public utility's continued operation, rather than being used as a source of revenue to support government services generally.

The definition of general revenue would include all revenue from Tribal enterprises, as this revenue is generated from economic activity and is available to fund government services. Tribes are not able to generate revenue through taxes in the same manner as State and local governments and, as a result, Tribal enterprises are critical sources of revenue for Tribal governments that enable Tribal governments to provide a range of services, including elder care, health clinics, wastewater management, and forestry.

Finally, the term "general revenue" includes intergovernmental transfers between State and local governments, but excludes intergovernmental transfers from the Federal Government, including Federal transfers made via a State to a local government pursuant to the CRF or as part of the Fiscal Recovery Funds. States and local governments often share or collect revenue on behalf of one another, which results in

intergovernmental transfers. When attributing revenue to a unit of government, the Census Bureau's methodology considers which unit of government imposes, collects, and retains the revenue and assigns the revenue to the unit of government that meets at least two of those three factors.¹¹⁹ For purposes of measuring loss in general revenue due to the COVID-19 public health emergency and to better allow continued provision of government services, the retention and ability to use the revenue is a more critical factor. Accordingly, and to better measure the funds available for the provision of government services, the definition of general revenue would include intergovernmental transfers from States or local governments other than funds transferred pursuant to ARPA, CRF, or another Federal program. This formulation recognizes the importance of State transfers for local government revenue.¹²⁰

Calculation of Loss. In general, recipients will compute the extent of the reduction in revenue by comparing actual revenue to a counterfactual trend representing what could have been expected to occur in the absence of the pandemic. This approach measures losses in revenue relative to the most recent fiscal year prior to the COVID-19 public health emergency by using the most recent pre-pandemic fiscal year as the starting point for estimates of revenue growth absent the pandemic. In other words, the counterfactual trend starts with the last full fiscal year prior to the COVID-19 public health emergency and then assumes growth at a constant rate in the subsequent years. Because recipients can estimate the revenue shortfall at multiple points in time throughout the covered period as revenue is collected, this approach accounts for variation across recipients in the timing of pandemic impacts.¹²¹ Although revenue may decline for

reasons unrelated to the COVID-19 public health emergency, to minimize the administrative burden on recipients and taking into consideration the devastating effects of the COVID-19 public health emergency, any diminution in actual revenues relative to the counterfactual pre-pandemic trend would be presumed to have been due to the COVID-19 public health emergency.

For purposes of measuring revenue growth in the counterfactual trend, recipients may use a *growth adjustment* of either 4.1 percent per year or the recipient's average annual revenue growth over the three full fiscal years prior to the COVID-19 public health emergency, whichever is higher. The option of 4.1 percent represents the average annual growth across all State and local government "General Revenue from Own Sources" in the most recent three years of available data.¹²² This approach provides recipients with a standardized growth adjustment when calculating the counterfactual revenue trend and thus minimizes administrative burden, while not disadvantaging recipients with revenue growth that exceeded the national average prior to the COVID-19 public health emergency by permitting these recipients to use their own revenue growth rate over the preceding three years.

Recipients should calculate the extent of the reduction in revenue as of four points in time: December 31, 2020; December 31, 2021; December 31, 2022; and December 31, 2023. To calculate the extent of the reduction in revenue at each of these dates, recipients should follow a four-step process:

- **Step 1:** Identify revenues collected in the most recent full fiscal year prior to the public health emergency (*i.e.*, last full fiscal year before January 27, 2020), called the *base year revenue*.
- **Step 2:** Estimate *counterfactual revenue*, which is equal to *base year revenue* * $[(1 + \text{growth adjustment})^{(n/12)}]$, where *n* is the number of months elapsed since the end of the base year to the calculation date, and *growth adjustment* is the greater of 4.1 percent and the recipient's average annual revenue growth in the three full fiscal

¹¹⁹ U.S. Census Bureau, Government Finance and Employment Classification Manual (Dec. 2000), <https://www2.census.gov/govs/class/classfull.pdf>.

¹²⁰ For example, in 2018, state transfers to localities accounted for approximately 27 percent of local revenues. U.S. Census Bureau, Annual Survey of State and Local Government Finances, Table 1 (2018), <https://www.census.gov/data/datasets/2018/econ/local/public-use-datasets.html>.

¹²¹ For example, following the 2007–09 recession, local government property tax collections did not begin to decline until 2011, suggesting that property tax collection declines can lag downturns. See U.S. Bureau of Economic Analysis, Personal current taxes: State and local: Property taxes [S210401A027NBEA], retrieved from Federal Reserve Economic Data, Federal Reserve Bank of St. Louis, <https://fred.stlouisfed.org/graph/?g=r3YI> (last visited Apr. 22, 2021). Estimating the reduction in revenue at points throughout the covered period will allow for this type of lagged effect to be taken into account during the covered period.

¹²² Together with revenue from liquor stores from 2015 to 2018. This estimate does not include any intergovernmental transfers. A recipient using the three-year average to calculate their growth adjustment must be based on the definition of general revenue, including treatment of intergovernmental transfers. 2015–2018 represents the most recent available data. See U.S. Census Bureau, State & Local Government Finance Historical Datasets and Tables (2018), <https://www.census.gov/programs-surveys/gov-finances/data/datasets.html>.

¹¹⁷ Fund-oriented reporting, such as what is used under the Governmental Accounting Standards Board (GASB), focuses on the types of uses and activities funded by the revenue, as opposed to the economic activity from which the revenue is sourced. See Governmental Accounting Standards Series, Statement No. 54 of the Governmental Accounting Standards Board: Fund Balance Reporting and Governmental Fund Type Definitions, No. 287–B (Feb. 2009).

¹¹⁸ *Supra* note 116.

years prior to the COVID-19 public health emergency.

- *Step 3:* Identify *actual revenue*, which equals revenues collected over the past twelve months as of the calculation date.

- *Step 4:* The extent of the reduction in revenue is equal to *counterfactual*

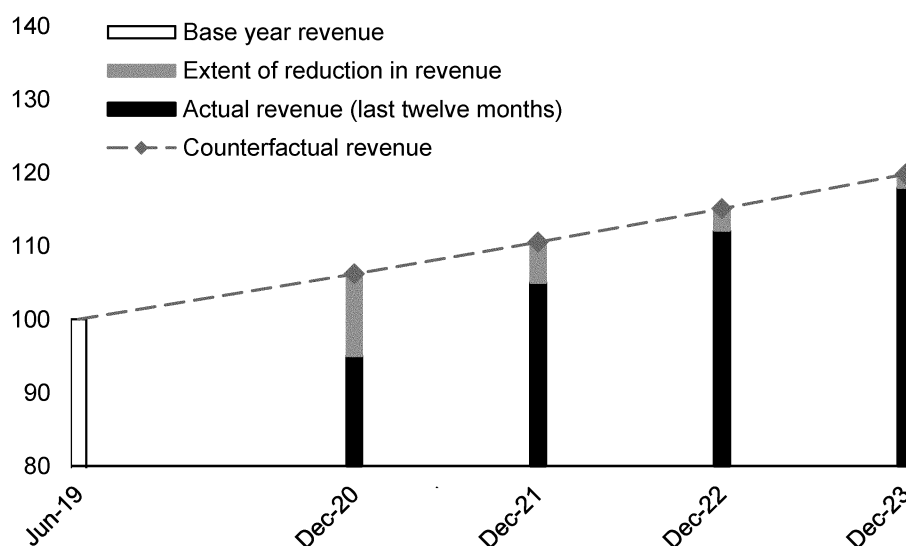
revenue less actual revenue. If actual revenue exceeds counterfactual revenue, the extent of the reduction in revenue is set to zero for that calculation date.

For illustration, consider a hypothetical recipient with *base year revenue* equal to 100. In Step 2, the hypothetical recipient finds that 4.1

percent is greater than the recipient's average annual revenue growth in the three full fiscal years prior to the public health emergency. Furthermore, this recipient's base year ends June 30. In this illustration, *n* (months elapsed) and *counterfactual revenue* would be equal to:

As of:	12/31/2020	12/31/2021	12/31/2022	12/31/2023
<i>n</i> (months elapsed)	18	30	42	54
<i>Counterfactual revenue:</i>	106.2	110.6	115.1	119.8

The overall methodology for calculating the reduction in revenue is illustrated in the figure below:



Upon receiving Fiscal Recovery Fund payments, recipients may immediately calculate revenue loss for the period ending December 31, 2020.

Sections 602(c)(1)(C) and 603(c)(1)(C) of the Act provide recipients with broad latitude to use the Fiscal Recovery Funds for the provision of government services. Government services can include, but are not limited to, maintenance or pay-go funded building¹²³ of infrastructure, including roads; modernization of cybersecurity, including hardware, software, and protection of critical infrastructure; health services; environmental remediation; school or educational services; and the provision of police, fire, and other public safety services. However, expenses associated with obligations under instruments evidencing financial indebtedness for

borrowed money would not be considered the provision of government services, as these financing expenses do not directly provide services or aid to citizens. Specifically, government services would not include interest or principal on any outstanding debt instrument, including, for example, short-term revenue or tax anticipation notes, or fees or issuance costs associated with the issuance of new debt. For the same reasons, government services would not include satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding, except if the judgment or settlement required the provision of government services. That is, satisfaction of a settlement or judgment itself is not a government service, unless the settlement required the provision of government services. In addition, replenishing financial reserves (e.g., rainy day or other reserve funds) would

not be considered provision of a government service, since such expenses do not directly relate to the provision of government services.

Question 13: Are there sources of revenue that either should or should not be included in the interim final rule's measure of "general revenue" for recipients? If so, discuss why these sources either should or should not be included.

Question 14: In the interim final rule, recipients are expected to calculate the reduction in revenue on an aggregate basis. Discuss the advantages and disadvantages of, and any potential concerns with, this approach, including circumstances in which it could be necessary or appropriate to calculate the reduction in revenue by source.

Question 15: Treasury is considering whether to take into account other factors, including actions taken by the recipient as well as the expiration of the COVID-19 public health emergency, in determining whether to presume that revenue losses are "due to" the COVID-

¹²³ Pay-go infrastructure funding refers to the practice of funding capital projects with cash-on-hand from taxes, fees, grants, and other sources, rather than with borrowed sums.

19 public health emergency. Discuss the advantages and disadvantages of this presumption, including when, if ever, during the covered period it would be appropriate to reevaluate the presumption that all losses are attributable to the COVID-19 public health emergency.

Question 16: Do recipients anticipate lagged revenue effects of the public health emergency? If so, when would these lagged effects be expected to occur, and what can Treasury do to support these recipients through its implementation of the program?

Question 17: In the interim final rule, paying interest or principal on government debt is not considered provision of a government service. Discuss the advantages and disadvantages of this approach, including circumstances in which paying interest or principal on government debt could be considered provision of a government service.

D. Investments in Infrastructure

To assist in meeting the critical need for investments and improvements to existing infrastructure in water, sewer, and broadband, the Fiscal Recovery Funds provide funds to State, local, and Tribal governments to make necessary investments in these sectors. The interim final rule outlines eligible uses within each category, allowing for a broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband service. Necessary investments are designed to provide an adequate minimum level of service and are unlikely to be made using private sources of funds. Necessary investments include projects that are required to maintain a level of service that, at least, meets applicable health-based standards, taking into account resilience to climate change, or establishes or improves broadband service to unserved or underserved populations to reach an adequate level to permit a household to work or attend school, and that are unlikely to be met with private sources of funds.¹²⁴

It is important that necessary investments in water, sewer, or broadband infrastructure be carried out in ways that produce high-quality infrastructure, avert disruptive and costly delays, and promote efficiency. Treasury encourages recipients to

ensure that water, sewer, and broadband projects use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions, not only to promote effective and efficient delivery of high-quality infrastructure projects but also to support the economic recovery through strong employment opportunities for workers. Using these practices in construction projects may help to ensure a reliable supply of skilled labor that would minimize disruptions, such as those associated with labor disputes or workplace injuries.

To provide public transparency on whether projects are using practices that promote on-time and on-budget delivery, Treasury will seek information from recipients on their workforce plans and practices related to water, sewer, and broadband projects undertaken with Fiscal Recovery Funds. Treasury will provide additional guidance and instructions on the reporting requirements at a later date.

1. Water and Sewer Infrastructure

The ARPA provides funds to State, local, and Tribal governments to make necessary investments in water and sewer infrastructure.¹²⁵ By permitting funds to be used for water and sewer infrastructure needs, Congress recognized the critical role that clean drinking water and services for the collection and treatment of wastewater and stormwater play in protecting public health. Understanding that State, local, and Tribal governments have a broad range of water and sewer infrastructure needs, the interim final rule provides these governments with wide latitude to identify investments in water and sewer infrastructure that are of the highest priority for their own communities, which may include projects on privately-owned infrastructure. The interim final rule does this by aligning eligible uses of the Fiscal Recovery Funds with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environmental Protection Agency's (EPA) Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF).¹²⁶

¹²⁵ Sections 602(c)(1)(D), 603(c)(1)(D) of the Act.

¹²⁶ Environmental Protection Agency, Drinking Water State Revolving fund, <https://www.epa.gov/dwsrf> (last visited Apr. 30, 2021); Environmental Protection Agency, Clean Water State Revolving Fund, <https://www.epa.gov/cwsrf> (last visited Apr. 30, 2021).

Established by the 1987 amendments¹²⁷ to the Clean Water Act (CWA),¹²⁸ the CWSRF provides financial assistance for a wide range of water infrastructure projects to improve water quality and address water pollution in a way that enables each State to address and prioritize the needs of their populations. The types of projects eligible for CWSRF assistance include projects to construct, improve, and repair wastewater treatment plants, control non-point sources of pollution, improve resilience of infrastructure to severe weather events, create green infrastructure, and protect waterbodies from pollution.¹²⁹ Each of the 51 State programs established under the CWSRF have the flexibility to direct funding to their particular environmental needs, and each State may also have its own statutes, rules, and regulations that guide project eligibility.¹³⁰

The DWSRF was modeled on the CWSRF and created as part of the 1996 amendments to the Safe Drinking Water Act (SDWA),¹³¹ with the principal objective of helping public water systems obtain financing for improvements necessary to protect public health and comply with drinking water regulations.¹³² Like the CWSRF,

¹²⁷ Water Quality Act of 1987, Public Law 100-4.

¹²⁸ Federal Water Pollution Control Act as amended, codified at 33 U.S.C. 1251 *et seq.*, common name (Clean Water Act). In 2009, the American Recovery and Reinvestment Act created the Green Project Reserve, which increased the focus on green infrastructure, water and energy efficient, and environmentally innovative projects. Public Law 111-5. The CWA was amended by the Water Resources Reform and Development Act of 2014 to further expand the CWSRF's eligibilities. Public Law 113-121. The CWSRF's eligibilities were further expanded in 2018 by the America's Water Infrastructure Act of 2018, Public Law 115-270.

¹²⁹ See Environmental Protection Agency, The Drinking Water State Revolving Funds: Financing America's Drinking Water, EPA-816-R-00-023 (Nov. 2000), <https://nepis.epa.gov/Exe/ZyPDF.cgi/200024WB.PDF?Dockey=200024WB.PDF>; See also Environmental Protection Agency, *Learn About the Clean Water State Revolving Fund*, <https://www.epa.gov/cwsrf/learn-about-clean-water-state-revolving-fund-cwsrf> (last visited Apr. 30, 2021).

¹³⁰ 33 U.S.C. 1383(c). See also Environmental Protection Agency, *Overview of Clean Water State Revolving Fund Eligibilities* (May 2016), https://www.epa.gov/sites/production/files/2016-07/documents/overview_of_cwsrf_eligibilities_may_2016.pdf; Claudia Copeland, *Clean Water Act: A Summary of the Law*, Congressional Research Service (Oct. 18, 2016), <https://fas.org/sgp/crs/misc/RL30030.pdf>; Jonathan L. Ramseur, *Wastewater Infrastructure: Overview, Funding, and Legislative Developments*, Congressional Research Service (May 22, 2018), <https://fas.org/sgp/crs/misc/R44963.pdf>.

¹³¹ 42 U.S.C. 300j-12.

¹³² Environmental Protection Agency, *Drinking Water State Revolving Fund Eligibility Handbook*, (June 2017), https://www.epa.gov/sites/production/files/2017-06/documents/dwsrf_eligibility_handbook_june_13_2017_updated_508_version.pdf; Environmental Protection Agency, *Drinking Water*

¹²⁴ Treasury notes that using funds to support or oppose collective bargaining would not be included as part of "necessary investments in water, sewer, or broadband infrastructure."

the DWSRF provides States with the flexibility to meet the needs of their populations.¹³³ The primary use of DWSRF funds is to assist communities in making water infrastructure capital improvements, including the installation and replacement of failing treatment and distribution systems.¹³⁴ In administering these programs, States must give priority to projects that ensure compliance with applicable health and environmental safety requirements; address the most serious risks to human health; and assist systems most in need on a per household basis according to State affordability criteria.¹³⁵

By aligning use of Fiscal Recovery Funds with the categories or types of eligible projects under the existing EPA state revolving fund programs, the interim final rule provides recipients with the flexibility to respond to the needs of their communities while ensuring that investments in water and sewer infrastructure made using Fiscal Recovery Funds are necessary. As discussed above, the CWSRF and DWSRF were designed to provide funding for projects that protect public health and safety by ensuring compliance with wastewater and drinking water health standards.¹³⁶ The need to provide funding through the state revolving funds suggests that these projects are less likely to be addressed with private sources of funding; for example, by remediating failing or inadequate infrastructure, much of which is publicly owned, and by addressing non-point sources of pollution. This approach of aligning with the EPA state revolving fund programs also supports expedited project identification and investment so that needed relief for the people and communities most affected by the pandemic can be deployed expeditiously and have a positive impact on their health and wellbeing as soon as possible. Further, the interim final rule is intended to preserve flexibility for award recipients to direct funding to their own particular needs and priorities and would not preclude recipients from applying their own additional project eligibility criteria.

In addition, responding to the immediate needs of the COVID-19 public health emergency may have diverted both personnel and financial resources from other State, local, and Tribal priorities, including projects to ensure compliance with applicable water health and quality standards and provide safe drinking and usable water.¹³⁷ Through sections 602(c)(1)(D) and 603(c)(1)(D), the ARPA provides resources to address these needs. Moreover, using Fiscal Recovery Funds in accordance with the priorities of the CWA and SWDA to “assist systems most in need on a per household basis according to state affordability criteria” would also have the benefit of providing vulnerable populations with safe drinking water that is critical to their health and, thus, their ability to work and learn.¹³⁸

Recipients may use Fiscal Recovery Funds to invest in a broad range of projects that improve drinking water infrastructure, such as building or upgrading facilities and transmission, distribution, and storage systems, including replacement of lead service lines. Given the lifelong impacts of lead exposure for children, and the widespread nature of lead service lines, Treasury encourages recipients to consider projects to replace lead service lines.

Fiscal Recovery Funds may also be used to support the consolidation or establishment of drinking water systems. With respect to wastewater infrastructure, recipients may use Fiscal Recovery Funds to construct publicly owned treatment infrastructure, manage and treat stormwater or subsurface drainage water, facilitate water reuse, and secure publicly owned treatment works, among other uses. Finally, consistent with the CWSRF and DWSRF, Fiscal Recovery Funds may be used for cybersecurity needs to protect water or sewer infrastructure, such as developing effective cybersecurity practices and measures at drinking water systems and publicly owned treatment works.

Many of the types of projects eligible under either the CWSRF or DWSRF also

support efforts to address climate change. For example, by taking steps to manage potential sources of pollution and preventing these sources from reaching sources of drinking water, projects eligible under the DWSRF and the ARPA may reduce energy required to treat drinking water. Similarly, projects eligible under the CWSRF include measures to conserve and reuse water or reduce the energy consumption of public water treatment facilities. Treasury encourages recipients to consider green infrastructure investments and projects to improve resilience to the effects of climate change. For example, more frequent and extreme precipitation events combined with construction and development trends have led to increased instances of stormwater runoff, water pollution, and flooding. Green infrastructure projects that support stormwater system resiliency could include rain gardens that provide water storage and filtration benefits, and green streets, where vegetation, soil, and engineered systems are combined to direct and filter rainwater from impervious surfaces. In cases of a natural disaster, recipients may also use Fiscal Recovery Funds to provide relief, such as interconnecting water systems or rehabilitating existing wells during an extended drought.

Question 18: What are the advantages and disadvantages of aligning eligible uses with the eligible project type requirements of the DWSRF and CWSRF? What other water or sewer project categories, if any, should Treasury consider in addition to DWSRF and CWSRF eligible projects? Should Treasury consider a broader general category of water and sewer projects?

Question 19: What additional water and sewer infrastructure categories, if any, should Treasury consider to address and respond to the needs of unserved, underserved, or rural communities? How do these projects differ from DWSRF and CWSRF eligible projects?

Question 20: What new categories of water and sewer infrastructure, if any, should Treasury consider to support State, local, and Tribal governments in mitigating the negative impacts of climate change? Discuss emerging technologies and processes that support resiliency of water and sewer infrastructure. Discuss any challenges faced by States and local governments when pursuing or implementing climate resilient infrastructure projects.

Question 21: Infrastructure projects related to dams and reservoirs are generally not eligible under the CWSRF and DWSRF categories. Should Treasury consider expanding eligible

Infrastructure Needs Survey and Assessment: Sixth Report to Congress (March 2018), https://www.epa.gov/sites/production/files/2018-10/documents/corrected_sixth_drinking_water_infrastructure_needs_survey_and_assessment.pdf.

¹³³ *Id.*

¹³⁴ *Id.*

¹³⁵ 42 U.S.C. 300j–12(b)(3)(A).

¹³⁶ Environmental Protection Agency, Learn About the Clean Water State Revolving Fund, <https://www.epa.gov/cwsrf/learn-about-clean-water-state-revolving-fund-cwsrf> (last visited Apr. 30, 2021); 42 U.S.C. 300j–12.

¹³⁷ House Committee on the Budget, State and Local Governments are in Dire Need of Federal Relief (Aug. 19, 2020), <https://budget.house.gov/publications/report/state-and-local-governments-are-dire-need-federal-relief>.

¹³⁸ Environmental Protection Agency, Drinking Water State Revolving Fund (Nov. 2019), https://www.epa.gov/sites/production/files/2019-11/documents/fact_sheet_-_dwsrf_overview_final_0.pdf; Environmental Protection Agency, National Benefits Analysis for Drinking Water Regulations, <https://www.epa.gov/sdwa/national-benefits-analysis-drinking-water-regulations> (last visited Apr. 30, 2020).

infrastructure under the interim final rule to include dam and reservoir projects? Discuss public health, environmental, climate, or equity benefits and costs in expanding the eligibility to include these types of projects.

2. Broadband Infrastructure

The COVID-19 public health emergency has underscored the importance of universally available, high-speed, reliable, and affordable broadband coverage as millions of Americans rely on the internet to participate in, among critical activities, remote school, healthcare, and work. Recognizing the need for such connectivity, the ARPA provides funds to State, territorial, local, and Tribal governments to make necessary investments in broadband infrastructure.

The National Telecommunications and Information Administration (NTIA) highlighted the growing necessity of broadband in daily lives through its analysis of NTIA Internet Use Survey data, noting that Americans turn to broadband internet access service for every facet of daily life including work, study, and healthcare.¹³⁹ With increased use of technology for daily activities and the movement by many businesses and schools to operating remotely during the pandemic, broadband has become even more critical for people across the country to carry out their daily lives.

By at least one measure, however, tens of millions of Americans live in areas where there is no broadband infrastructure that provides download speeds greater than 25 Mbps and upload speeds of 3 Mbps.¹⁴⁰ By contrast, as noted below, many households use upload and download speeds of 100 Mbps to meet their daily needs. Even in areas where broadband infrastructure

exists, broadband access may be out of reach for millions of Americans because it is unaffordable, as the United States has some of the highest broadband prices in the Organisation for Economic Co-operation and Development (OECD).¹⁴¹ There are disparities in availability as well; historically, Americans living in territories and Tribal lands as well as rural areas have disproportionately lacked sufficient broadband infrastructure.¹⁴² Moreover, rapidly growing demand has, and will likely continue to, quickly outpace infrastructure capacity, a phenomenon acknowledged by various states around the country that have set scalability requirements to account for this anticipated growth in demand.¹⁴³

The interim final rule provides that eligible investments in broadband are those that are designed to provide services meeting adequate speeds and are provided to unserved and underserved households and businesses. Understanding that States, territories, localities, and Tribal governments have a wide range of varied broadband infrastructure needs, the interim final rule provides award recipients with flexibility to identify the specific locations within their communities to be served and to otherwise design the project.

Under the interim final rule, eligible projects are expected to be designed to deliver, upon project completion, service that reliably meets or exceeds symmetrical upload and download speeds of 100 Mbps. There may be instances in which it would not be practicable for a project to deliver such service speeds because of the geography, topography, or excessive costs associated with such a project. In these instances, the affected project would be expected to be designed to deliver, upon project completion, service that reliably meets or exceeds 100 Mbps download and between at least 20 Mbps and 100 Mbps upload speeds and be scalable to

a minimum of 100 Mbps symmetrical for download and upload speeds.¹⁴⁴ In setting these standards, Treasury identified speeds necessary to ensure that broadband infrastructure is sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth. Treasury also recognizes that different communities and their members may have a broad range of internet needs and that those needs may change over time.

In considering the appropriate speed requirements for eligible projects, Treasury considered estimates of typical households demands during the pandemic. Using the Federal Communication Commission's (FCC) Broadband Speed Guide, for example, a household with two telecommuters and two to three remote learners today are estimated to need 100 Mbps download to work simultaneously.¹⁴⁵ In households with more members, the demands may be greater, and in households with fewer members, the demands may be less.

In considering the appropriate speed requirements for eligible projects, Treasury also considered data usage patterns and how bandwidth needs have changed over time for U.S. households and businesses as people's use of technology in their daily lives has evolved. In the few years preceding the pandemic, market research data showed that average upload speeds in the United States surpassed over 10 Mbps in 2017¹⁴⁶ and continued to increase significantly, with the average upload speed as of November, 2019 increasing to 48.41 Mbps,¹⁴⁷ attributable, in part to a shift to using broadband and the internet by individuals and businesses

¹³⁹ See, e.g., <https://www.ntia.gov/blog/2020/more-half-american-households-used-internet-health-related-activities-2019-ntia-data-show>; <https://www.ntia.gov/blog/2020/nearly-third-american-employees-worked-remotely-2019-ntia-data-show>; and generally, <https://www.ntia.gov/data/digital-nation-data-explorer>.

¹⁴⁰ As an example, data from the Federal Communications Commission shows that as of June 2020, 9.07 percent of the U.S. population had no available cable or fiber broadband providers providing greater than 25 Mbps download speeds and 3 Mbps upload speeds. Availability was significantly less for rural versus urban populations, with 35.57 percent of the rural population lacking such access, compared with 2.57 percent of the urban population. Availability was also significantly less for tribal versus non-tribal populations, with 35.93 percent of the tribal population lacking such access, compared with 8.74 of the non-tribal population. Federal Communications Commission, Fixed Broadband Deployment, <https://broadbandmap.fcc.gov/#/> (last visited May 9, 2021).

¹⁴¹ How Do U.S. Internet Costs Compare To The Rest Of The World?, BroadbandSearch Blog Post, available at <https://www.broadbandsearch.net/blog/internet-costs-compared-worldwide>.

¹⁴² See, e.g., Federal Communications Commission, Fourteenth Broadband Deployment Report, available at <https://docs.fcc.gov/public/attachments/FCC-21-18A1.pdf>.

¹⁴³ See, e.g., Illinois Department of Commerce & Economic Opportunity, Broadband Grants, h (last visited May 9, 2021), <https://www2.illinois.gov/dceo/ConnectIllinois/Pages/BroadbandGrants.aspx>; Kansas Office of Broadband Development, Broadband Acceleration Grant, <https://www.kansascommerce.gov/wp-content/uploads/2020/11/Broadband-Acceleration-Grant.pdf> (last visited May 9, 2021); New York State Association of Counties, Universal Broadband: Deploying High Speed Internet Access in NYS (Jul. 2017), [https://www.nysac.org/files/BroadbandUpdateReport2017\(1\).pdf](https://www.nysac.org/files/BroadbandUpdateReport2017(1).pdf).

¹⁴⁴ This scalability threshold is consistent with scalability requirements used in other jurisdictions. *Id.*

¹⁴⁵ Federal Communications Commission, Broadband Speed Guide, <https://www.fcc.gov/consumers/guides/broadband-speed-guide> (last visited Apr. 30, 2021).

¹⁴⁶ Letter from Lisa R. Youngers, President and CEO of Fiber Broadband Association to FCC, WC Docket No. 19-126 (filed Jan. 3, 2020), including an Appendix with research from RVA LLC, *Data Review Of The Importance of Upload Speeds* (Jan. 2020), and Ookla speed test data, available at <https://ecfsapi.fcc.gov/file/101030085118517/FCC%20RDOP%20Jan%203%20Ex%20Parte.pdf>. Additional information on historic growth in data usage is provided in Schools, Health & Libraries Broadband Coalition, *Common Sense Solutions for Closing the Digital Divide*, Apr. 29, 2021.

¹⁴⁷ *Id.* See also United States's Mobile and Broadband internet Speeds—Speedtest Global Index, available at <https://www.speedtest.net/global-index/united-states#fixed>.

to create and share content using video sharing, video conferencing, and other applications.¹⁴⁸

The increasing use of data accelerated markedly during the pandemic as households across the country became increasingly reliant on tools and applications that require greater internet capacity, both to download data but also to upload data. Sending information became as important as receiving it. A video consultation with a healthcare provider or participation by a child in a live classroom with a teacher and fellow students requires video to be sent and received simultaneously.¹⁴⁹ As an example, some video conferencing technology platforms indicate that download and upload speeds should be roughly equal to support two-way, interactive video meetings.¹⁵⁰ For both work and school, client materials or completed school assignments, which may be in the form of PDF files, videos, or graphic files, also need to be shared with others. This is often done by uploading materials to a collaboration site, and the upload speed available to a user can have a significant impact on the time it takes for the content to be shared with others.¹⁵¹ These activities require significant capacity from home internet connections to both download and upload data, especially when there are multiple individuals in one household engaging in these activities simultaneously.

This need for increased broadband capacity during the pandemic was reflected in increased usage patterns seen over the last year. As OpenVault noted in recent advisories, the pandemic significantly increased the amount of data users consume. Among data users observed by OpenVault, per-subscriber average data usage for the fourth quarter of 2020 was 482.6 gigabytes per month, representing a 40 percent increase over the 344 gigabytes consumed in the fourth quarter of 2019 and a 26 percent increase over the third quarter 2020 average of 383.8

gigabytes.¹⁵² OpenVault also noted significant increases in upstream usage among the data users it observed, with upstream data usage growing 63 percent—from 19 gigabytes to 31 gigabytes—between December, 2019 and December, 2020.¹⁵³ According to an OECD Broadband statistic from June 2020, the largest percentage of U.S. broadband subscribers have services providing speeds between 100 Mbps and 1 Gbps.¹⁵⁴

Jurisdictions and Federal programs are increasingly responding to the growing demands of their communities for both heightened download and upload speeds. For example, Illinois now requires 100 Mbps symmetrical service as the construction standard for its state broadband grant programs. This standard is also consistent with speed levels, particularly download speed levels, prioritized by other Federal programs supporting broadband projects. Bids submitted as part of the FCC in its Rural Digital Opportunity Fund (RDOF), established to support the construction of broadband networks in rural communities across the country, are given priority if they offer faster service, with the service offerings of 100 Mbps download and 20 Mbps upload being included in the “above baseline” performance tier set by the FCC.¹⁵⁵ The Broadband Infrastructure Program (BBIP)¹⁵⁶ of the Department of Commerce, which provides Federal funding to deploy broadband

infrastructure to eligible service areas of the country also prioritizes projects designed to provide broadband service with a download speed of not less than 100 Mbps and an upload speed of not less than 20 Mbps.¹⁵⁷

The 100 Mbps upload and download speeds will support the increased and growing needs of households and businesses. Recognizing that, in some instances, 100 Mbps upload speed may be impracticable due to geographical, topographical, or financial constraints, the interim final rule permits upload speeds of between at least 20 Mbps and 100 Mbps in such instances. To provide for investments that will accommodate technologies requiring symmetry in download and upload speeds, as noted above, eligible projects that are not designed to deliver, upon project completion, service that reliably meets or exceeds symmetrical speeds of 100 Mbps because it would be impracticable to do so should be designed so that they can be scalable to such speeds. Recipients are also encouraged to prioritize investments in fiber optic infrastructure where feasible, as such advanced technology enables the next generation of application solutions for all communities.

Under the interim final rule, eligible projects are expected to focus on locations that are unserved or underserved. The interim final rule treats users as being unserved or underserved if they lack access to a wireline connection capable of reliably delivering at least minimum speeds of 25 Mbps download and 3 Mbps upload as households and businesses lacking this level of access are generally not viewed as being able to originate and receive high-quality voice, data, graphics, and video telecommunications. This threshold is consistent with the FCC’s benchmark for an “advanced telecommunications capability.”¹⁵⁸ This threshold is also consistent with thresholds used in other Federal programs to identify eligible areas to be served by programs to improve broadband services. For example, in the FCC’s RDOF program, eligible areas include those without current (or already funded) access to terrestrial broadband service providing 25 Mbps download and 3 Mbps upload speeds.¹⁵⁹ The Department of Commerce’s BBIP also considers households to be “unserved” generally if they lack access to broadband service

¹⁵² OVBI: Covid-19 Drove 15 percent Increase in Broadband Traffic in 2020, OpenVault, Quarterly Advisory, (Feb. 10, 2021), available at <https://openvault.com/ovbi-covid-19-drove-15-increase-in-broadband-traffic-in-2020>; See OpenVault’s data set incorporates information on usage by subscribers across multiple continents, including North America and Europe. Additional data and detail on increases in the amount of data users consume and the broadband speeds they are using is provided in *OpenVault Broadband Insights Report Q4*, Quarterly Advisory (Feb. 10, 2021), available at <https://openvault.com/complimentary-report-q420/>.

¹⁵³ OVBI Special Report: 202 Upstream Growth Nearly 4X of Pre-Pandemic Years, OpenVault, Quarterly Advisory, (April 1, 2020), available at <https://openvault.com/ovbi-special-report-2020-upstream-growth-rate-nearly-4x-of-pre-pandemic-years/>; Additional data is provided in *OpenVault Broadband Insights Pandemic Impact on Upstream Broadband Usage and Network Capacity*, available at <https://openvault.com/upstream-whitepaper/>.

¹⁵⁴ Organisation for Economic Co-operation and Development, Fixed broadband subscriptions per 100 inhabitants, per speed tiers (June 2020), <https://www.oecd.org/sti/broadband/5.1-Fixed-BB-Speed-Tiers-2020-06.xls> [www.oecd.org/sti/broadband-statistics](https://www.oecd.org/sti/broadband/broadband-statistics).

¹⁵⁵ *Rural Digital Opportunity Fund*, Report and Order, 35 FCC Rcd 686, 690, para. 9 (2020), available at <https://www.fcc.gov/document/fcc-launches-20-billion-rural-digital-opportunity-fund-0>.

¹⁵⁶ The BBIP was authorized by the Consolidated Appropriations Act, 2021, Section 905, Public Law 116–260, 134 Stat. 1182 (Dec. 27, 2020).

¹⁵⁷ Section 905(d)(4) of the Consolidated Appropriations Act, 2021.

¹⁵⁸ *Deployment Report*, *supra* note 142.

¹⁵⁹ *Rural Digital Opportunity Fund*, *supra* note 156.

¹⁴⁸ *Id.*

¹⁴⁹ One high definition Zoom meeting or class requires approximately 3.8 Mbps/3.0 Mbps (up/down).

¹⁵⁰ See, e.g., Zoom, System Requirements for Windows, macOS, and Linux, https://support.zoom.us/hc/en-us/articles/201362023-System-requirements-for-Windows-macOS-and-Linux#h_d278c327-e03d-4896-b19a-96a8f3c0c69c (last visited May 8, 2021).

¹⁵¹ By one estimate, to upload a one gigabit video file to YouTube would take 15 minutes at an upload speed of 10 Mbps compared with 1 minute, 30 seconds at an upload speed of 100 Mbps, and 30 seconds at an upload speed of 300 Mbps. *Reviews.org*: What is Symmetrical internet? (March 2020).

with a download speed of not less than 25 Mbps download and 3 Mbps upload, among other conditions. In selecting an area to be served by a project, recipients are encouraged to avoid investing in locations that have existing agreements to build reliable wireline service with minimum speeds of 100 Mbps download and 20 Mbps upload by December 31, 2024, in order to avoid duplication of efforts and resources.

Recipients are also encouraged to consider ways to integrate affordability options into their program design. To meet the immediate needs of unserved and underserved households and businesses, recipients are encouraged to focus on projects that deliver a physical broadband connection by prioritizing projects that achieve last mile-connections. Treasury also encourages recipients to prioritize support for broadband networks owned, operated by, or affiliated with local governments, non-profits, and co-operatives—providers with less pressure to turn profits and with a commitment to serving entire communities.

Under sections 602(c)(1)(A) and 603(c)(1)(A), assistance to households facing negative economic impacts due to COVID-19 is also an eligible use, including internet access or digital literacy assistance. As discussed above, in considering whether a potential use is eligible under this category, a recipient must consider whether, and the extent to which, the household has experienced a negative economic impact from the pandemic.

Question 22: What are the advantages and disadvantages of setting minimum symmetrical download and upload speeds of 100 Mbps? What other minimum standards would be appropriate and why?

Question 23: Would setting such a minimum be impractical for particular types of projects? If so, where and on what basis should those projects be identified? How could such a standard be set while also taking into account the practicality of using this standard in particular types of projects? In addition to topography, geography, and financial factors, what other constraints, if any, are relevant to considering whether an investment is impracticable?

Question 24: What are the advantages and disadvantages of setting a minimum level of service at 100 Mbps download and 20 Mbps upload in projects where it is impracticable to set minimum symmetrical download and upload speeds of 100 Mbps? What are the advantages and disadvantages of setting a scalability requirement in these cases? What other minimum standards would be appropriate and why?

Question 25: What are the advantages and disadvantages of focusing these investments on those without access to a wireline connection that reliably delivers 25 Mbps download by 3 Mbps upload? Would another threshold be appropriate and why?

Question 26: What are the advantages and disadvantages of setting any particular threshold for identifying unserved or underserved areas, minimum speed standards or scalability minimum? Are there other standards that should be set (e.g., latency)? If so, why and how? How can such threshold, standards, or minimum be set in a way that balances the public's interest in making sure that reliable broadband services meeting the daily needs of all Americans are available throughout the country with the providing recipients flexibility to meet the varied needs of their communities?

III. Restrictions on Use

As discussed above, recipients have considerable flexibility to use Fiscal Recovery Funds to address the diverse needs of their communities. To ensure that payments from the Fiscal Recovery Funds are used for these congressionally permitted purposes, the ARPA includes two provisions that further define the boundaries of the statute's eligible uses. Section 602(c)(2)(A) of the Act provides that States and territories may not "use the funds . . . to either directly or indirectly offset a reduction in . . . net tax revenue . . . resulting from a change in law, regulation, or administrative interpretation during the covered period that reduces any tax . . . or delays the imposition of any tax or tax increase." In addition, sections 602(c)(2)(B) and 603(c)(2) prohibit any recipient, including cities, nonentitlement units of government, and counties, from using Fiscal Recovery Funds for deposit into any pension fund. These restrictions support the use of funds for the congressionally permitted purposes described in Section II of this Supplementary Information by providing a backstop against the use of funds for purposes outside of the eligible use categories.

These provisions give force to Congress's clear intent that Fiscal Recovery Funds be spent within the four eligible uses identified in the statute—(1) to respond to the public health emergency and its negative economic impacts, (2) to provide premium pay to essential workers, (3) to provide government services to the extent of eligible governments' revenue losses, and (4) to make necessary water, sewer, and broadband infrastructure investments—and not otherwise. These

four eligible uses reflect Congress's judgment that the Fiscal Recovery Funds should be expended in particular ways that support recovery from the COVID-19 public health emergency. The further restrictions reflect Congress's judgment that tax cuts and pension deposits do not fall within these eligible uses. The interim final rule describes how Treasury will identify when such uses have occurred and how it will recoup funds put toward these impermissible uses and, as discussed in Section VIII of this **SUPPLEMENTARY INFORMATION**, establishes a reporting framework for monitoring the use of Fiscal Recovery Funds for eligible uses.

A. Deposit Into Pension Funds

The statute provides that recipients may not use Fiscal Recovery Funds for "deposit into any pension fund." For the reasons discussed below, Treasury interprets "deposit" in this context to refer to an extraordinary payment into a pension fund for the purpose of reducing an accrued, unfunded liability. More specifically, the interim final rule does not permit this assistance to be used to make a payment into a pension fund if both:

1. The payment reduces a liability incurred prior to the start of the COVID-19 public health emergency, and
2. the payment occurs outside the recipient's regular timing for making such payments.

Under this interpretation, a "deposit" is distinct from a "payroll contribution," which occurs when employers make payments into pension funds on regular intervals, with contribution amounts based on a predetermined percentage of employees' wages and salaries.

As discussed above, eligible uses for premium pay and responding to the negative economic impacts of the COVID-19 public health emergency include hiring and compensating public sector employees. Interpreting the scope of "deposit" to exclude contributions that are part of payroll contributions is more consistent with these eligible uses and would reduce administrative burden for recipients. Accordingly, if an employee's wages and salaries are an eligible use of Fiscal Recovery Funds, recipients may treat the employee's covered benefits as an eligible use of Fiscal Recovery Funds. For purposes of the Fiscal Recovery Funds, covered benefits include costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans

(Federal and State), workers' compensation insurance, and Federal Insurance Contributions Act taxes (which includes Social Security and Medicare taxes).

Treasury anticipates that this approach to employees' covered benefits will be comprehensive and, for employees whose wage and salary costs are eligible expenses, will allow all covered benefits listed in the previous paragraph to be eligible under the Fiscal Recovery Funds. Treasury expects that this will minimize the administrative burden on recipients by treating all the specified covered benefit types as eligible expenses, for employees whose wage and salary costs are eligible expenses.

Question 27: Beyond a "deposit" and a "payroll contribution," are there other types of payments into a pension fund that Treasury should consider?

B. Offset a Reduction in Net Tax Revenue

For States and territories (recipient governments¹⁶⁰), section 602(c)(2)(A)—the offset provision—prohibits the use of Fiscal Recovery Funds to directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation¹⁶¹ during the covered period. If a State or territory uses Fiscal Recovery Funds to offset a reduction in net tax revenue, the ARPA provides that the State or territory must repay to the Treasury an amount equal to the lesser of (i) the amount of the applicable reduction attributable to the impermissible offset and (ii) the amount received by the State or territory under the ARPA. See Section IV of this

SUPPLEMENTARY INFORMATION. As discussed below Section IV of this **SUPPLEMENTARY INFORMATION**, a State or territory that chooses to use Fiscal Recovery Funds to offset a reduction in net tax revenue does not forfeit its entire allocation of Fiscal Recovery Funds (unless it misused the full allocation to offset a reduction in net tax revenue) or any non-ARPA funding received.

The interim final rule implements these conditions by establishing a framework for States and territories to determine the cost of changes in law, regulation, or interpretation that reduce tax revenue and to identify and value the sources of funds that will offset—

i.e., cover the cost of—any reduction in net tax revenue resulting from such changes. A recipient government would only be considered to have used Fiscal Recovery Funds to offset a reduction in net tax revenue resulting from changes in law, regulation, or interpretation if, and to the extent that, the recipient government could not identify sufficient funds from sources other than the Fiscal Recovery Funds to offset the reduction in net tax revenue. If sufficient funds from other sources cannot be identified to cover the full cost of the reduction in net tax revenue resulting from changes in law, regulation, or interpretation, the remaining amount not covered by these sources will be considered to have been offset by Fiscal Recovery Funds, in contravention of the offset provision.

The interim final rule recognizes three sources of funds that may offset a reduction in net tax revenue other than Fiscal Recovery Funds—organic growth, increases in revenue (*e.g.*, an increase in a tax rate), and certain cuts in spending. In order to reduce burden, the interim final rule's approach also incorporates the types of information and modeling already used by States and territories in their own fiscal and budgeting processes. By incorporating existing budgeting processes and capabilities, States and territories will be able to assess and evaluate the relationship of tax and budget decisions to uses of the Fiscal Recovery Funds based on information they likely have or can obtain. This approach ensures that recipient governments have the information they need to understand the implications of their decisions regarding the use of the Fiscal Recovery Funds—and, in particular, whether they are using the funds to directly or indirectly offset a reduction in net tax revenue, making them potentially subject to recoupment.

Reporting on both the eligible uses and on a State's or territory's covered tax changes that would reduce tax revenue will enable identification of, and recoupment for, use of Fiscal Recovery Funds to directly offset reductions in tax revenue resulting from tax relief. Moreover, this approach recognizes that, because money is fungible, even if Fiscal Recovery Funds are not explicitly or directly used to cover the costs of changes that reduce net tax revenue, those funds may be used in a manner inconsistent with the statute by indirectly being used to substitute for the State's or territory's funds that would otherwise have been needed to cover the costs of the reduction. By focusing on the cost of changes that reduce net tax revenue—and how a recipient government is

offsetting those reductions in constructing its budget over the covered period—the framework prevents efforts to use Fiscal Recovery Funds to indirectly offset reductions in net tax revenue for which the recipient government has not identified other offsetting sources of funding.

As discussed in greater detail below in this preamble, the framework set forth in the interim final rule establishes a step-by-step process for determining whether, and the extent to which, Fiscal Recovery Funds have been used to offset a reduction in net tax revenue. Based on information reported annually by the recipient government:

- First, each year, each recipient government will identify and value the changes in law, regulation, or interpretation that would result in a reduction in net tax revenue, as it would in the ordinary course of its budgeting process. The sum of these values in the year for which the government is reporting is the amount it needs to "pay for" with sources other than Fiscal Recovery Funds (total value of revenue reducing changes).

- Second, the interim final rule recognizes that it may be difficult to predict how a change would affect net tax revenue in future years and, accordingly, provides that if the total value of the changes in the year for which the recipient government is reporting is below a de minimis level, as discussed below, the recipient government need not identify any sources of funding to pay for revenue reducing changes and will not be subject to recoupment.

- Third, a recipient government will consider the amount of actual tax revenue recorded in the year for which they are reporting. If the recipient government's actual tax revenue is greater than the amount of tax revenue received by the recipient for the fiscal year ending 2019, adjusted annually for inflation, the recipient government will not be considered to have violated the offset provision because there will not have been a reduction in net tax revenue.

- Fourth, if the recipient government's actual tax revenue is less than the amount of tax revenue received by the recipient government for the fiscal year ending 2019, adjusted annually for inflation, in the reporting year the recipient government will identify any sources of funds that have been used to permissibly offset the total value of covered tax changes other than Fiscal Recovery Funds. These are:

- State or territory tax changes that would increase any source of general

¹⁶⁰ In this sub-section, "recipient governments" refers only to States and territories. In other sections, "recipient governments" refers more broadly to eligible governments receiving funding from the Fiscal Recovery Funds.

¹⁶¹ For brevity, referred to as "changes in law, regulation, or interpretation" for the remainder of this preamble.

fund revenue, such as a change that would increase a tax rate; and

- Spending cuts in areas not being replaced by Fiscal Recovery Funds.

The recipient government will calculate the value of revenue reduction remaining after applying these sources of offsetting funding to the total value of revenue reducing changes—that is, how much of the tax change has not been paid for. The recipient government will then compare that value to the difference between the baseline and actual tax revenue. A recipient government will not be required to repay to the Treasury an amount that is greater than the recipient government's actual tax revenue shortfall relative to the baseline (*i.e.*, fiscal year 2019 tax revenue adjusted for inflation). This “revenue reduction cap,” together with Step 3, ensures that recipient governments can use organic revenue growth to offset the cost of revenue reductions.

- Finally, if there are any amounts that could be subject to recoupment, Treasury will provide notice to the recipient government of such amounts. This process is discussed in greater detail in Section IV of this

SUPPLEMENTARY INFORMATION.

Together, these steps allow Treasury to identify the amount of reduction in net tax revenue that both is attributable to covered changes and has been directly or indirectly offset with Fiscal Recovery Funds. This process ensures Fiscal Recovery Funds are used in a manner consistent with the statute's defined eligible uses and the offset provision's limitation on these eligible uses, while avoiding undue interference with State and territory decisions regarding tax and spending policies.

The interim final rule also implements a process for recouping Fiscal Recovery Funds that were used to offset reductions in net tax revenue, including the calculation of any amounts that may be subject to recoupment, a process for a recipient government to respond to a notice of recoupment, and clarification regarding amounts excluded from recoupment. See Section IV of this **SUPPLEMENTARY INFORMATION**.

The interim final rule includes several definitions that are applicable to the implementation of the offset provision.

Covered change. The offset provision is triggered by a reduction in net tax revenue resulting from “a change in law, regulation, or administrative interpretation.” A covered change includes any final legislative or regulatory action, a new or changed administrative interpretation, and the phase-in or taking effect of any statute

or rule where the phase-in or taking effect was not prescribed prior to the start of the covered period. Changed administrative interpretations would not include corrections to replace prior inaccurate interpretations; such corrections would instead be treated as changes implementing legislation enacted or regulations issued prior to the covered period; the operative change in those circumstances is the underlying legislation or regulation that occurred prior to the covered period. Moreover, only the changes within the control of the State or territory are considered covered changes. Covered changes do not include a change in rate that is triggered automatically and based on statutory or regulatory criteria in effect prior to the covered period. For example, a state law that sets its earned income tax credit (EITC) at a fixed percentage of the Federal EITC will see its EITC payments automatically increase—and thus its tax revenue reduced—because of the Federal Government's expansion of the EITC in the ARPA.¹⁶² This would not be considered a covered change. In addition, the offset provision applies only to actions for which the change in policy occurs during the covered period; it excludes regulations or other actions that implement a change or law substantively enacted prior to March 3, 2021. Finally, Treasury has determined and previously announced that income tax changes—even those made during the covered period—that simply conform with recent changes in Federal law (including those to conform to recent changes in Federal taxation of unemployment insurance benefits and taxation of loan forgiveness under the Paycheck Protection Program) are permissible under the offset provision.

Baseline. For purposes of measuring a reduction in net tax revenue, the interim final rule measures actual changes in tax revenue relative to a revenue baseline (baseline). The baseline will be calculated as fiscal year 2019 (FY 2019) tax revenue indexed for inflation in each year of the covered period, with inflation calculated using the Bureau of Economic Analysis's Implicit Price Deflator.¹⁶³

FY 2019 was chosen as the starting year for the baseline because it is the last full fiscal year prior to the COVID–

19 public health emergency.¹⁶⁴ This baseline year is consistent with the approach directed by the ARPA in sections 602(c)(1)(C) and 603(c)(1)(C), which identify the “most recent full fiscal year of the [State, territory, or Tribal government] prior to the emergency” as the comparator for measuring revenue loss. U.S. gross domestic product is projected to rebound to pre-pandemic levels in 2021,¹⁶⁵ suggesting that an FY 2019 pre-pandemic baseline is a reasonable comparator for future revenue levels. The FY 2019 baseline revenue will be adjusted annually for inflation to allow for direct comparison of actual tax revenue in each year (reported in nominal terms) to baseline revenue in common units of measurement; without inflation adjustment, each dollar of reported actual tax revenue would be worth less than each dollar of baseline revenue expressed in 2019 terms.

Reporting year. The interim final rule defines “reporting year” as a single year within the covered period, aligned to the current fiscal year of the recipient government during the covered period, for which a recipient government reports the value of covered changes and any sources of offsetting revenue increases (“in-year” value), regardless of when those changes were enacted. For the fiscal years ending in 2021 or 2025 (partial years), the term “reporting year” refers to the portion of the year falling within the covered period. For example, the reporting year for a fiscal year beginning July 2020 and ending June 2021 would be from March 3, 2021 to July 2021.

Tax revenue. The interim final rule's definition of “tax revenue” is based on the Census Bureau's definition of taxes, used for its Annual Survey of State Government Finances.¹⁶⁶ It provides a consistent, well-established definition with which States and territories will be familiar and is consistent with the approach taken in Section II.C of this **SUPPLEMENTARY INFORMATION** describing the implementation of sections 602(c)(1)(C) and 603(c)(1)(C) of the Act, regarding revenue loss. Consistent with the approach described in Section II.C of this **SUPPLEMENTARY INFORMATION**, tax

¹⁶⁴ Using Fiscal Year 2019 is consistent with section 602 as Congress provided for using that baseline for determining the impact of revenue loss affecting the provision of government services. See section 602(c)(1)(C).

¹⁶⁵ Congressional Budget Office, An Overview of the Economic Outlook: 2021 to 2031 (February 1, 2021), available at <https://www.cbo.gov/publication/56965>.

¹⁶⁶ U.S. Census Bureau, Annual Survey of State and Local Government Finances Glossary, <https://www.census.gov/programs-surveys/state/about/glossary.html> (last visited Apr. 30, 2021).

¹⁶² See, e.g., Tax Policy Center, How do state earned income tax credits work?, <https://www.taxpolicycenter.org/briefing-book/how-do-state-earned-income-tax-credits-work/> (last visited May 9, 2021).

¹⁶³ U.S. Department of Commerce, Bureau of Economic Analysis, GDP Price Deflator, <https://www.bea.gov/data/prices-inflation/gdp-price-deflator> (last visited May 9, 2021).

revenue does not include revenue taxed and collected by a different unit of government (e.g., revenue from taxes levied by a local government and transferred to a recipient government).

Framework. The interim final rule provides a step-by-step framework, to be used in each reporting year, to calculate whether the offset provision applies to a State's or territory's use of Fiscal Recovery Funds:

(1) *Covered changes that reduce tax revenue.* For each reporting year, a recipient government will identify and value covered changes that the recipient government predicts will have the effect of reducing tax revenue in a given reporting year, similar to the way it would in the ordinary course of its budgeting process. The value of these covered changes may be reported based on estimated values produced by a budget model, incorporating reasonable assumptions, that aligns with the recipient government's existing approach for measuring the effects of fiscal policies, and that measures relative to a current law baseline. The covered changes may also be reported based on actual values using a statistical methodology to isolate the change in year-over-year revenue attributable to the covered change(s), relative to the current law baseline prior to the change(s). Further, estimation approaches should not use dynamic methodologies that incorporate the projected effects of macroeconomic growth because macroeconomic growth is accounted for separately in the framework. Relative to these dynamic scoring methodologies, scoring methodologies that do not incorporate projected effects of macroeconomic growth rely on fewer assumptions and thus provide greater consistency among States and territories. Dynamic scoring that incorporates macroeconomic growth may also increase the likelihood of underestimation of the cost of a reduction in tax revenue.

In general and where possible, reporting should be produced by the agency of the recipient government responsible for estimating the costs and effects of fiscal policy changes. This approach offers recipient governments the flexibility to determine their reporting methodology based on their existing budget scoring practices and capabilities. In addition, the approach of using the projected value of changes in law that enact fiscal policies to estimate the net effect of such policies is consistent with the way many States

and territories already consider tax changes.¹⁶⁷

(2) *In excess of the de minimis.* The recipient government will next calculate the total value of all covered changes in the reporting year resulting in revenue reductions, identified in Step 1. If the total value of the revenue reductions resulting from these changes is below the de minimis level, the recipient government will be deemed not to have any revenue-reducing changes for the purpose of determining the recognized net reduction. If the total is above the de minimis level, the recipient government must identify sources of in-year revenue to cover the full costs of changes that reduce tax revenue.

The de minimis level is calculated as 1 percent of the reporting year's baseline. Treasury recognizes that, pursuant to their taxing authority, States and territories may make many small changes to alter the composition of their tax revenues or implement other policies with marginal effects on tax revenues. They may also make changes based on projected revenue effects that turn out to differ from actual effects, unintentionally resulting in minor revenue changes that are not fairly described as "resulting from" tax law changes. The de minimis level recognizes the inherent challenges and uncertainties that recipient governments face, and thus allows relatively small reductions in tax revenue without consequence. Treasury determined the 1 percent level by assessing the historical effects of state-level tax policy changes in state EITCs implemented to effect policy goals other than reducing net tax revenues.¹⁶⁸ The 1 percent de minimis level reflects the historical reductions in revenue due to minor changes in state fiscal policies.

(3) *Safe harbor.* The recipient government will then compare the reporting year's actual tax revenue to the baseline. If actual tax revenue is greater than the baseline, Treasury will deem the recipient government not to have any recognized net reduction for the reporting year, and therefore to be in a safe harbor and outside the ambit of the offset provision. This approach is consistent with the ARPA, which contemplates recoupment of Fiscal Recovery Funds only in the event that

such funds are used to offset a reduction in net tax revenue. If net tax revenue has not been reduced, this provision does not apply. In the event that actual tax revenue is above the baseline, the organic revenue growth that has occurred, plus any other revenue-raising changes, by definition must have been enough to offset the in-year costs of the covered changes.

(4) *Consideration of other sources of funding.* Next, the recipient government will identify and calculate the total value of changes that could pay for revenue reduction due to covered changes and sum these items. This amount can be used to pay for up to the total value of revenue-reducing changes in the reporting year. These changes consist of two categories:

(a) *Tax and other increases in revenue.* The recipient government must identify and consider covered changes in policy that the recipient government predicts will have the effect of increasing general revenue in a given reporting year. As when identifying and valuing covered changes that reduce tax revenue, the value of revenue-raising changes may be reported based on estimated values produced by a budget model, incorporating reasonable assumptions, aligned with the recipient government's existing approach for measuring the effects of fiscal policies, and measured relative to a current law baseline, or based on actual values using a statistical methodology to isolate the change in year-over-year revenue attributable to the covered change(s). Further, and as discussed above, estimation approaches should not use dynamic scoring methodologies that incorporate the effects of macroeconomic growth because growth is accounted for separately under the interim final rule. In general and where possible, reporting should be produced by the agency of the recipient government responsible for estimating the costs and effects of fiscal policy changes. This approach offers recipient governments the flexibility to determine their reporting methodology based on their existing budget scoring practices and capabilities.

(b) *Covered spending cuts.* A recipient government also may cut spending in certain areas to pay for covered changes that reduce tax revenue, up to the amount of the recipient government's net reduction in total spending as described below. These changes must be reductions in government outlays not in an area where the recipient government has spent Fiscal Recovery Funds. To better align with existing reporting and accounting, the interim final rule considers the department, agency, or

¹⁶⁷ See, e.g., Megan Randall & Kim Rueben, Tax Policy Center, *Sustainable Budgeting in the States: Evidence on State Budget Institutions and Practices* (Nov. 2017), available at https://www.taxpolicycenter.org/sites/default/files/publication/149186/sustainable-budgeting-in-the-states_1.pdf.

¹⁶⁸ Data provided by the Urban-Brookings Tax Policy Center for state-level EITC changes for 2004–2017.

authority from which spending has been cut and whether the recipient government has spent Fiscal Recovery Funds on that same department, agency, or authority. This approach was selected to allow recipient governments to report how Fiscal Recovery Funds have been spent using reporting units already incorporated into their budgeting process. If they have not spent Fiscal Recovery Funds in a department, agency, or authority, the full amount of the reduction in spending counts as a covered spending cut, up to the recipient government's net reduction in total spending. If they have, the Fiscal Recovery Funds generally would be deemed to have replaced the amount of spending cut and only reductions in spending above the amount of Fiscal Recovery Funds spent on the department, agency, or authority would count.

To calculate the amount of spending cuts that are available to offset a reduction in tax revenue, the recipient government must first consider whether there has been a reduction in total net spending, excluding Fiscal Recovery Funds (net reduction in total spending). This approach ensures that reported spending cuts actually create fiscal space, rather than simply offsetting other spending increases. A net reduction in total spending is measured as the difference between total spending in each reporting year, excluding Fiscal Recovery Funds spent, relative to total spending for the recipient's fiscal year ending in 2019, adjusted for inflation. Measuring reductions in spending relative to 2019 reflects the fact that the fiscal space created by a spending cut persists so long as spending remains below its original level, even if it does not decline further, relative to the same amount of revenue. Measuring spending cuts from year to year would, by contrast, not recognize any available funds to offset revenue reductions unless spending continued to decline, failing to reflect the actual availability of funds created by a persistent change and limiting the discretion of States and territories. In general and where possible, reporting should be produced by the agency of the recipient government responsible for estimating the costs and effects of fiscal policy changes. Treasury chose this approach because while many recipient governments may score budget legislation using projections, spending cuts are readily observable using actual values.

This approach—allowing only spending reductions in areas where the recipient government has not spent Fiscal Recovery Funds to be used as an

offset for a reduction in net tax revenue—aims to prevent recipient governments from using Fiscal Recovery Funds to supplant State or territory funding in the eligible use areas, and then use those State or territory funds to offset tax cuts. Such an approach helps ensure that Fiscal Recovery Funds are not used to “indirectly” offset revenue reductions due to covered changes.

In order to help ensure recipient governments use Fiscal Recovery Funds in a manner consistent with the prescribed eligible uses and do not use Fiscal Recovery Funds to indirectly offset a reduction in net tax revenue resulting from a covered change, Treasury will monitor changes in spending throughout the covered period. If, over the course of the covered period, a spending cut is subsequently replaced with Fiscal Recovery Funds and used to indirectly offset a reduction in net tax revenue resulting from a covered change, Treasury may consider such change to be an evasion of the restrictions of the offset provision and seek recoupment of such amounts.

(5) *Identification of amounts subject to recoupment.* If a recipient government (i) reports covered changes that reduce tax revenue (Step 1); (ii) to a degree greater than the de minimis (Step 2); (iii) has experienced a reduction in net tax revenue (Step 3); and (iv) lacks sufficient revenue from other, permissible sources to pay for the entirety of the reduction (Step 4), then the recipient government will be considered to have used Fiscal Recovery Funds to offset a reduction in net tax revenue, up to the amount that revenue has actually declined. That is, the maximum value of reduction in revenue due to covered changes which a recipient government must cover is capped at the difference between the baseline and actual tax revenue.¹⁶⁹ In the event that the baseline is above actual tax revenue and the difference between them is less than the sum of revenue reducing changes that are not paid for with other, permissible sources, organic revenue growth has implicitly offset a portion of the reduction. For example, if a recipient government reduces tax revenue by \$1 billion, makes no other changes, and experiences revenue growth driven by organic economic growth worth \$500 million, it need only pay for the remaining \$500 million with sources other than Fiscal Recovery Funds. The revenue reduction cap implements this

approach for permitting organic revenue growth to cover the cost of tax cuts.

Finally, as discussed further in Section IV of this **SUPPLEMENTARY INFORMATION**, a recipient government may request reconsideration of any amounts identified as subject to recoupment under this framework. This process ensures that all relevant facts and circumstances, including information regarding planned spending cuts and budgeting assumptions, are considered prior to a determination that an amount must be repaid. Amounts subject to recoupment are calculated on an annual basis; amounts recouped in one year cannot be returned if the State or territory subsequently reports an increase in net tax revenue.

To facilitate the implementation of the framework above, and in addition to reporting required on eligible uses, in each year of the reporting period, each State and territory will report to Treasury the following items:

- Actual net tax revenue for the reporting year;
- Each revenue-reducing change made to date during the covered period and the in-year value of each change;
- Each revenue-raising change made to date during the covered period and the in-year value of each change;
- Each covered spending cut made to date during the covered period, the in-year value of each cut, and documentation demonstrating that each spending cut is covered as prescribed under the interim final rule;

Treasury will provide additional guidance and instructions the reporting requirements at a later date.

Question 28: Does the interim final rule's definition of tax revenue accord with existing State and territorial practice and, if not, are there other definitions or elements Treasury should consider? Discuss why or why not.

Question 29: The interim final rule permits certain spending cuts to cover the costs of reductions in tax revenue, including cuts in a department, agency, or authority in which the recipient government is not using Fiscal Recovery Funds. How should Treasury and recipient governments consider the scope of a department, agency, or authority for the use of funds to ensure spending cuts are not being substituted with Fiscal Recovery Funds while also avoiding an overbroad definition of that captures spending that is, in fact, distinct?

Question 30: Discuss the budget scoring methodologies currently used by States and territories. How should the interim final rule take into consideration differences in approaches? Please discuss the use of

¹⁶⁹ This cap is applied in § 35.8(c) of the interim final rule, calculating the amount of funds used in violation of the tax offset provision.

practices including but not limited to macrodynamic scoring, microdynamic scoring, and length of budget windows.

Question 31: If a recipient government has a balanced budget requirement, how will that requirement impact its use of Fiscal Recovery Funds and ability to implement this framework?

Question 32: To implement the framework described above, the interim final rule establishes certain reporting requirements. To what extent do recipient governments already produce this information and on what timeline? Discuss ways that Treasury and recipient governments may better rely on information already produced, while ensuring a consistent application of the framework.

Question 33: Discuss States' and territories' ability to produce the figures and numbers required for reporting under the interim final rule. What additional reporting tools, such as a standardized template, would facilitate States' and territories' ability to complete the reporting required under the interim final rule?

C. Other Restrictions on Use

Payments from the Fiscal Recovery Funds are also subject to pre-existing limitations provided in other Federal statutes and regulations and may not be used as non-Federal match for other Federal programs whose statute or regulations bar the use of Federal funds to meet matching requirements. For example, payments from the Fiscal Recovery Funds may not be used to satisfy the State share of Medicaid.¹⁷⁰

As provided for in the award terms, payments from the Fiscal Recovery Funds as a general matter will be subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200) (the Uniform Guidance), including the cost principles and restrictions on general provisions for selected items of cost.

D. Timeline for Use of Fiscal Recovery Funds

Section 602(c)(1) and section 603(c)(1) require that payments from the Fiscal Recovery Funds be used only to cover costs incurred by the State, territory, Tribal government, or local government by December 31, 2024. Similarly, the CARES Act provided that payments from the CRF be used to cover costs incurred by December 31, 2021.¹⁷¹ The

definition of “incurred” does not have a clear meaning. With respect to the CARES Act, on the understanding that the CRF was intended to be used to meet relatively short-term needs, Treasury interpreted this requirement to mean that, for a cost to be considered to have been incurred, performance of the service or delivery of the goods acquired must occur by December 31, 2021. In contrast, the ARPA, passed at a different stage of the COVID-19 public health emergency, was intended to provide more general fiscal relief over a broader timeline. In addition, the ARPA expressly permits the use of Fiscal Recovery Funds for improvements to water, sewer, and broadband infrastructure, which entail a longer timeframe. In recognition of this, Treasury is interpreting the requirement in section 602 and section 603 that costs be incurred by December 31, 2024, to require only that recipients have obligated the Fiscal Recovery Funds by such date. The interim final rule adopts a definition of “obligation” that is based on the definition used for purposes of the Uniform Guidance, which will allow for uniform administration of this requirement and is a definition with which most recipients will be familiar.

Payments from the Fiscal Recovery Funds are grants provided to recipients to mitigate the fiscal effects of the COVID-19 public health emergency and to respond to the public health emergency, consistent with the eligible uses enumerated in sections 602(c)(1) and 603(c)(1).¹⁷² As such, these funds are intended to provide economic stimulus in areas still recovering from the economic effects of the pandemic. In implementing and interpreting these provisions, including what it means to “respond to” the COVID-19 public health emergency, Treasury takes into consideration pre-pandemic facts and circumstances (e.g., average revenue growth prior to the pandemic) as well as impact of the pandemic that predate the enactment of the ARPA (e.g., replenishing Unemployment Trust balances drawn during the pandemic). While assessing the effects of the COVID-19 public health emergency necessarily takes into consideration the facts and circumstances that predate the ARPA, use of Fiscal Recovery Funds is forward looking.

As discussed above, recipients are permitted to use payments from the Fiscal Recovery Funds to respond to the public health emergency, to respond to workers performing essential work by providing premium pay or providing

grants to eligible employers, and to make necessary investments in water, sewer, or broadband infrastructure, which all relate to prospective uses. In addition, sections 602(c)(1)(C) and 603(c)(1)(C) permit recipients to use Fiscal Recovery Funds for the provision of government services. This clause provides that the amount of funds that may be used for this purpose is measured by reference to the reduction in revenue due to the public health emergency relative to revenues collected in the most recent full fiscal year, but this reference does not relate to the period during which recipients may use the funds, which instead refers to prospective uses, consistent with the other eligible uses.

Although as discussed above the eligible uses of payments from the Fiscal Recovery Funds are all prospective in nature, Treasury considers the beginning of the covered period for purposes of determining compliance with section 602(c)(2)(A) to be the relevant reference point for this purpose. The interim final rule thus permits funds to be used to cover costs incurred beginning on March 3, 2021. This aligns the period for use of Fiscal Recovery Funds with the period during which these funds may not be used to offset reductions in net tax revenue. Permitting Fiscal Recovery Funds to be used to cover costs incurred beginning on this date will also mean that recipients that began incurring costs in the anticipation of enactment of the ARPA and in advance of the issuance of this rule and receipt of payment from the Fiscal Recovery Funds would be able to cover them using these payments.¹⁷³

As set forth in the award terms, the period of performance will run until December 31, 2026, which will provide recipients a reasonable amount of time to complete projects funded with payments from the Fiscal Recovery Funds.

IV. Recoupment Process

Under the ARPA, failure to comply with the restrictions on use contained in sections 602(c) and 603(c) of the Act may result in recoupment of funds.¹⁷⁴ The interim final rule implements these provisions by establishing a process for recoupment.

Identification and Notice of Violations. Failure to comply with the restrictions on use will be identified based on reporting provided by the

¹⁷⁰ See 42 CFR 433.51 and 45 CFR 75.306.

¹⁷¹ Section 1001 of Division N of the Consolidated Appropriations Act, 2021 amended section 601(d)(3) of the Act by extending the end of the covered period for CRF expenditures from December 30, 2020 to December 31, 2021.

¹⁷² Sections 602(a), 603(a), 602(c)(1) and 603(c)(1) of the Act.

¹⁷³ Given the nature of this program, recipients will not be permitted to use funds to cover pre-award costs, i.e., those incurred prior to March 3, 2021.

¹⁷⁴ Sections 602(e) and 603(e) of the Act.

recipient. As discussed further in Sections III.B and VIII of this **SUPPLEMENTARY INFORMATION**, Treasury will collect information regarding eligible uses on a quarterly basis and on the tax offset provision on an annual basis. Treasury also may consider other information in identifying a violation, such as information provided by members of the public. If Treasury identifies a violation, it will provide written notice to the recipient along with an explanation of such amounts.

Request for Reconsideration. Under the interim final rule, a recipient may submit a request for reconsideration of any amounts identified in the notice provided by Treasury. This reconsideration process provides a recipient the opportunity to submit additional information it believes supports its request in light of the notice of recoupment, including, for example, additional information regarding the recipient's use of Fiscal Recovery Funds or its tax revenues. The process also provides the Secretary with an opportunity to consider all information relevant to whether a violation has occurred, and if so, the appropriate amount for recoupment.

The interim final rule also establishes requirements for the timing of a request for reconsideration. Specifically, if a recipient wishes to request reconsideration of any amounts identified in the notice, the recipient must submit a written request for reconsideration to the Secretary within 60 calendar days of receipt of such notice. The request must include an explanation of why the recipient believes that the finding of a violation or recoupable amount identified in the notice of recoupment should be reconsidered. To facilitate the Secretary's review of a recipient's request for reconsideration, the request should identify all supporting reasons for the request. Within 60 calendar days of receipt of the recipient's request for reconsideration, the recipient will be notified of the Secretary's decision to affirm, withdraw, or modify the notice of recoupment. Such notification will include an explanation of the decision, including responses to the recipient's supporting reasons and consideration of additional information provided.

The process and timeline established by the interim final rule are intended to provide the recipient with an adequate opportunity to fully present any issues or arguments in response to the notice of recoupment.¹⁷⁵ This process will allow the Secretary to respond to the

issues and considerations raised in the request for reconsideration taking into account the information and arguments presented by the recipient along with any other relevant information.

Repayment. Finally, the interim final rule provides that any amounts subject to recoupment must be repaid within 120 calendar days of receipt of any final notice of recoupment or, if the recipient has not requested reconsideration, within 120 calendar days of the initial notice provided by the Secretary.

Question 34: Discuss the timeline for requesting reconsideration under the interim final rule. What, if any, challenges does this timeline present?

V. Payments in Tranches to Local Governments and Certain States

Section 603 of the Act provides that the Secretary will make payments to local governments in two tranches, with the second tranche being paid twelve months after the first payment. In addition, section 602(b)(6)(A)(ii) provides that the Secretary may withhold payment of up to 50 percent of the amount allocated to each State and territory for a period of up to twelve months from the date on which the State or territory provides its certification to the Secretary. Any such withholding for a State or territory is required to be based on the unemployment rate in the State or territory as of the date of the certification.

The Secretary has determined to provide in this interim final rule for withholding of 50 percent of the amount of Fiscal Recovery Funds allocated to all States (and the District of Columbia) other than those with an unemployment rate that is 2.0 percentage points or more above its pre-pandemic (*i.e.*, February 2020) level. The Secretary will refer to the latest available monthly data from the Bureau of Labor Statistics as of the date the certification is provided. Based on data available at the time of public release of this interim final rule, this threshold would result in a majority of States being paid in two tranches.

Splitting payments for the majority of States is consistent with the requirement in section 603 of the Act to make payments from the Coronavirus Local Fiscal Recovery Fund to local governments in two tranches.¹⁷⁶

¹⁷⁵ With respect to Federal financial assistance more generally, States are subject to the requirements of the Cash Management Improvement Act (CMIA), under which Federal funds are drawn upon only on an as needed basis and States are required to remit interest on unused balances to Treasury. Given the statutory requirement for Treasury to make payments to States within a certain period, these requirements

Splitting payments to States into two tranches will help encourage recipients to adapt, as necessary, to new developments that could arise over the coming twelve months, including potential changes to the nature of the public health emergency and its negative economic impacts. While the U.S. economy has been recovering and adding jobs in aggregate, there is still considerable uncertainty in the economic outlook and the interaction between the pandemic and the economy.¹⁷⁷ For these reasons, Treasury believes it will be appropriate for a majority of recipients to adapt their plans as the recovery evolves. For example, a faster-than-expected economic recovery in 2021 could lead a recipient to dedicate more Fiscal Recovery Funds to longer-term investments starting in 2022. In contrast, a slower-than-expected economic recovery in 2021 could lead a recipient to use additional funds for near-term stimulus in 2022.

At the same time, the statute contemplates the possibility that elevated unemployment in certain States could justify a single payment. Elevated unemployment is indicative of a greater need to assist unemployed workers and stimulate a faster economic recovery. For this reason, the interim final rule provides that States and territories with an increase in their unemployment rate over a specified threshold may receive a single payment, with the expectation that a single tranche will better enable these States and territories to take additional immediate action to aid the unemployed and strengthen their economies.

Following the initial pandemic-related spike in unemployment in 2020, States' unemployment rates have been trending back towards pre-pandemic levels. However, some States' labor markets are healing more slowly than others. Moreover, States varied widely in their pre-pandemic levels of unemployment, and some States remain substantially further from their pre-

of the CMIA and Treasury's implementing regulations at 31 CFR part 205 will not apply to payments from the Fiscal Recovery Funds. Providing funding in two tranches to the majority of States reflects, to the maximum extent permitted by section 602 of the Act, the general principles of Federal cash management and stewardship of Federal funding, yet will be much less restrictive than the usual requirements to which States are subject.

¹⁷⁷ The potential course of the virus, and its impact on the economy, has contributed to a heightened degree of uncertainty relative to prior periods. *See, e.g.*, Dave Altig et al., Economic uncertainty before and during the COVID-19 pandemic, *J. of Public Econ.* (Nov. 2020), available at <https://www.sciencedirect.com/science/article/abs/pii/S0047272720301389>.

¹⁷⁶ The interim final rule also provides that Treasury may extend any deadlines.

pandemic starting point. Consequently, Treasury is delineating States with significant remaining elevation in the unemployment rate, based on the net difference to pre-pandemic levels.

Treasury has established that significant remaining elevation in the unemployment rate is a net change in the unemployment rate of 2.0 percentage points or more relative to pre-pandemic levels. In the four previous recessions going back to the early 1980s, the national unemployment rate rose by 3.6, 2.3, 2.0, and 5.0 percentage points, as measured from the start of the recession to the eventual peak during or immediately following the recession.¹⁷⁸ Each of these increases can therefore represent a recession's impact on unemployment. To identify States with significant remaining elevation in unemployment, Treasury took the lowest of these four increases, 2.0 percentage points, to indicate states where, despite improvement in the unemployment rate, current labor market conditions are consistent still with a historical benchmark for a recession.

No U.S. territory will be subject to withholding of its payment from the Fiscal Recovery Funds. For Puerto Rico, the Secretary has determined that the current level of the unemployment rate (8.8 percent, as of March 2021¹⁷⁹) is sufficiently high such that Treasury should not withhold any portion of its payment from the Fiscal Recovery Funds regardless of its change in unemployment rate relative to its pre-pandemic level. For U.S. territories that are not included in the Bureau of Labor Statistics' monthly unemployment rate data, the Secretary will not exercise the authority to withhold amounts from the Fiscal Recovery Funds.

VI. Transfer

The statute authorizes State, territorial, and Tribal governments; counties; metropolitan cities; and nonentitlement units of local government (counties, metropolitan

cities, and nonentitlement units of local government are collectively referred to as "local governments") to transfer amounts paid from the Fiscal Recovery Funds to a number of specified entities. By permitting these transfers, Congress recognized the importance of providing flexibility to governments seeking to achieve the greatest impact with their funds, including by working with other levels or units of government or private entities to assist recipient governments in carrying out their programs. This includes special-purpose districts that perform specific functions in the community, such as fire, water, sewer, or mosquito abatement districts.

Specifically, under section 602(c)(3), a State, territory, or Tribal government may transfer funds to a "private nonprofit organization . . . a Tribal organization . . . a public benefit corporation involved in the transportation of passengers or cargo, or a special-purpose unit of State or local government."¹⁸⁰ Similarly, section 603(c)(3) authorizes a local government to transfer funds to the same entities (other than Tribal organizations).

The interim final rule clarifies that the lists of transferees in sections 602(c)(3) and 603(c)(3) are not exclusive. The interim final rule permits State, territorial, and Tribal governments to transfer Fiscal Recovery Funds to other constituent units of government or private entities beyond those specified in the statute. Similarly, local governments are authorized to transfer Fiscal Recovery Funds to other constituent units of government (e.g., a county is able to transfer Fiscal Recovery Funds to a city, town, or school district within it) or to private entities. This approach is intended to help provide funding to local governments with needs that may exceed the allocation provided under the statutory formula.

State, local, territorial, and Tribal governments that receive a Federal award directly from a Federal awarding agency, such as Treasury, are "recipients." A transferee receiving a transfer from a recipient under sections 602(c)(3) and 603(c)(3) will be a subrecipient. Subrecipients are entities that receive a subaward from a recipient to carry out a program or project on behalf of the recipient with the recipient's Federal award funding. The recipient remains responsible for monitoring and overseeing the subrecipient's use of Fiscal Recovery Funds and other activities related to the award to ensure that the subrecipient complies with the statutory and

regulatory requirements and the terms and conditions of the award. Recipients also remain responsible for reporting to Treasury on their subrecipients' use of payments from the Fiscal Recovery Funds for the duration of the award.

Transfers under sections 602(c)(3) and 603(c)(3) must qualify as an eligible use of Fiscal Recovery Funds by the transferor. Once Fiscal Recovery Funds are received, the transferee must abide by the restrictions on use applicable to the transferor under the ARPA and other applicable law and program guidance. For example, if a county transferred Fiscal Recovery Funds to a town within its borders to respond to the COVID-19 public health emergency, the town would be bound by the eligible use requirements applicable to the county in carrying out the county's goal. This also means that county A may not transfer Fiscal Recovery Funds to county B for use in county B because such a transfer would not, from the perspective of the transferor (county A), be an eligible use in county A.

Section 603(c)(4) separately provides for transfers by a local government to its State or territory. A transfer under section 603(c)(4) will not make the State a subrecipient of the local government, and such Fiscal Recovery Funds may be used by the State for any purpose permitted under section 602(c). A transfer under section 603(c)(4) will result in a cancellation or termination of the award on the part of the transferor local government and a modification of the award to the transferee State or territory. The transferor must provide notice of the transfer to Treasury in a format specified by Treasury. If the local government does not provide such notice, it will remain legally obligated to Treasury under the award and remain responsible for ensuring that the awarded Fiscal Recovery Funds are being used in accordance with the statute and program guidance and for reporting on such uses to Treasury. A State that receives a transfer from a local government under section 603(c)(4) will be bound by all of the use restrictions set forth in section 602(c) with respect to the use of those Fiscal Recovery Funds, including the prohibitions on use of such Fiscal Recovery Funds to offset certain reductions in taxes or to make deposits into pension funds.

Question 35: What are the advantages and disadvantages of treating the list of transferees in sections 602(c)(3) and 603(c)(3) as nonexclusive, allowing States and localities to transfer funds to entities outside of the list?

Question 36: Are there alternative ways of defining "special-purpose unit of State or local government" and

¹⁷⁸ Includes the period during and immediately following recessions, as defined by the National Bureau of Economic Research. National Bureau of Economic Research, US Business Cycle Expansions and Contractions, <https://www.nber.org/research/data/us-business-cycle-expansions-and-contractions> (last visited Apr. 27, 2021). Based on data from U.S. Bureau of Labor Statistics, Unemployment Rate [UNRATE], retrieved from FRED, Federal Reserve Bank of St. Louis, <https://fred.stlouisfed.org/series/UNRATE> (last visited Apr. 27, 2021).

¹⁷⁹ U.S. Bureau of Labor Statistics, Economic News Release—Table 1. Civilian labor force and unemployment by state and selected area, seasonally adjusted, <https://www.bls.gov/news.release/laus.t01.htm> (last visited Apr. 30, 2021).

¹⁸⁰ Section 602(c)(3) of the Act.

“public benefit corporation” that would better further the aims of the Funds?

VII. Nonentitlement Units of Government

The Fiscal Recovery Funds provides for \$19.53 billion in payments to be made to States and territories which will distribute the funds to nonentitlement units of local government (NEUs); local governments which generally have populations below 50,000. These local governments have not yet received direct fiscal relief from the Federal Government during the COVID–19 public health emergency, making Fiscal Recovery Funds payments an important source of support for their public health and economic responses. Section 603 requires Treasury to allocate and pay Fiscal Recovery Funds to the States and territories and requires the States and territories to distribute Fiscal Recovery Funds to NEUs based on population within 30 days of receipt unless an extension is granted by the Secretary. The interim final rule clarifies certain aspects regarding the distribution of Fiscal Recovery by States and territories to NEUs, as well as requirements around timely payments from the Fiscal Recovery Funds.

The ARPA requires that States and territories allocate funding to NEUs in an amount that bears the same proportion as the population of the NEU bears to the total population of all NEUs in the State or territory, subject to a cap (described below). Because the statute requires States and territories to make distributions based on population, States and territories may not place additional conditions or requirements on distributions to NEUs, beyond those required by the ARPA and Treasury’s implementing regulations and guidance. For example, a State may not impose stricter limitations than permitted by statute or Treasury regulations or guidance on an NEU’s use of Fiscal Recovery Funds based on the NEU’s proposed spending plan or other policies. States and territories are also not permitted to offset any debt owed by the NEU against the NEU’s distribution. Further, States and territories may not provide funding on a reimbursement basis—*e.g.*, requiring NEUs to pay for project costs up front before being reimbursed with Fiscal Recovery Funds payments—because this funding model would not comport with the statutory requirement that States and territories make distributions to NEUs within the statutory timeframe.

Similarly, States and territories distributing Fiscal Recovery Funds payments to NEUs are responsible for

complying with the Fiscal Recovery Funds statutory requirement that distributions to NEUs not exceed 75 percent of the NEU’s most recent budget. The most recent budget is defined as the NEU’s most recent annual total operating budget, including its general fund and other funds, as of January 27, 2020. Amounts in excess of such cap and therefore not distributed to the NEU must be returned to Treasury by the State or territory. States and territories may rely for this determination on a certified top-line budget total from the NEU.

Under the interim final rule, the total allocation and distribution to an NEU, including the sum of both the first and second tranches of funding, cannot exceed the 75 percent cap. States and territories must permit NEUs without formal budgets as of January 27, 2020 to self-certify their most recent annual expenditures as of January 27, 2020 for the purpose of calculating the cap. This approach will provide an administrable means to implement the cap for small local governments that do not adopt a formal budget.

Section 603(b)(3) of the Social Security Act provides for Treasury to make payments to counties but provides that, in the case of an amount to be paid to a county that is not a unit of general local government, the amount shall instead be paid to the State in which such county is located, and such State shall distribute such amount to each unit of general local government within such county in an amount that bears the same proportion to the amount to be paid to such county as the population of such units of general local government bears to the total population of such county. As with NEUs, States may not place additional conditions or requirements on distributions to such units of general local government, beyond those required by the ARPA and Treasury’s implementing regulations and guidance.

In the case of consolidated governments, section 603(b)(4) allows consolidated governments (*e.g.*, a city-county consolidated government) to receive payments under each allocation based on the respective formulas. In the case of a consolidated government, Treasury interprets the budget cap to apply to the consolidated government’s NEU allocation under section 603(b)(2) but not to the consolidated government’s county allocation under section 603(b)(3).

If necessary, States and territories may use the Fiscal Recovery Funds under section 602(c)(1)(A) to fund expenses related to administering payments to NEUs and units of general local

government, as disbursing these funds itself is a response to the public health emergency and its negative economic impacts. If a State or territory requires more time to disburse Fiscal Recovery Funds to NEUs than the allotted 30 days, Treasury will grant extensions of not more than 30 days for States and territories that submit a certification in writing in accordance with section 603(b)(2)(C)(ii)(I). Additional extensions may be granted at the discretion of the Secretary.

Question 37: What are alternative ways for States and territories to enforce the 75 percent cap while reducing the administrative burden on them?

Question 38: What criteria should Treasury consider in assessing requests for extensions for further time to distribute NEU payments?

VIII. Reporting

States (defined to include the District of Columbia), territories, metropolitan cities, counties, and Tribal governments will be required to submit one interim report and thereafter quarterly Project and Expenditure reports through the end of the award period on December 31, 2026. The interim report will include a recipient’s expenditures by category at the summary level from the date of award to July 31, 2021 and, for States and territories, information related to distributions to nonentitlement units. Recipients must submit their interim report to Treasury by August 31, 2021. Nonentitlement units of local government are not required to submit an interim report.

The quarterly Project and Expenditure reports will include financial data, information on contracts and subawards over \$50,000, types of projects funded, and other information regarding a recipient’s utilization of the award funds. The reports will include the same general data (*e.g.*, on obligations, expenditures, contracts, grants, and subawards) as those submitted by recipients of the CRF, with some modifications. Modifications will include updates to the expenditure categories and the addition of data elements related to specific eligible uses, including some of the reporting elements described in sections above. The initial quarterly Project and Expenditure report will cover two calendar quarters from the date of award to September 30, 2021, and must be submitted to Treasury by October 31, 2021. The subsequent quarterly reports will cover one calendar quarter and must be submitted to Treasury within 30 days after the end of each calendar quarter.

Nonentitlement units of local government will be required to submit

annual Project and Expenditure reports until the end of the award period on December 31, 2026. The initial annual Project and Expenditure report for nonentitlement units of local government will cover activity from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent annual reports must be submitted to Treasury by October 31 each year.

States, territories, metropolitan cities, and counties with a population that exceeds 250,000 residents will also be required to submit an annual Recovery Plan Performance report to Treasury. The Recovery Plan Performance report will provide the public and Treasury information on the projects that recipients are undertaking with program funding and how they are planning to ensure project outcomes are achieved in an effective, efficient, and equitable manner. Each jurisdiction will have some flexibility in terms of the form and content of the Recovery Plan Performance report, as long as it includes the minimum information required by Treasury. The Recovery Plan Performance report will include key performance indicators identified by the recipient and some mandatory indicators identified by Treasury, as well as programmatic data in specific eligible use categories and the specific reporting requirements described in the sections above. The initial Recovery Plan Performance report will cover the period from the date of award to July 31, 2021 and must be submitted to Treasury by August 31, 2021. Thereafter, Recovery Plan Performance reports will cover a 12-month period, and recipients will be required to submit the report to Treasury within 30 days after the end of the 12-month period. The second Recovery Plan Performance report will cover the period from July 1, 2021 to June 30, 2022, and must be submitted to Treasury by July 31, 2022. Each annual Recovery Plan Performance report must be posted on the public-facing website of the recipient. Local governments with fewer than 250,000 residents, Tribal governments, and nonentitlement units of local government are not required to develop a Recovery Plan Performance report.

Treasury will provide additional guidance and instructions on the reporting requirements outlined above for the Fiscal Recovery Funds at a later date.

IX. Comments and Effective Date

This interim final rule is being issued without advance notice and public comment to allow for immediate implementation of this program. As

discussed below, the requirements of advance notice and public comment do not apply “to the extent that there is involved . . . a matter relating to agency . . . grants.”¹⁸¹ The interim final rule implements statutory conditions on the eligible uses of the Fiscal Recovery Funds grants, and addresses the payment of those funds, the reporting on uses of funds, and potential consequences of ineligible uses. In addition and as discussed below, the Administrative Procedure Act also provides an exception to ordinary notice-and-comment procedures “when the agency for good cause finds (and incorporates the finding and a brief statement of reasons therefor in the rules issued) that notice and public procedure thereon are impracticable, unnecessary, or contrary to the public interest.”¹⁸² This good cause justification also supports waiver of the 60-day delayed effective date for major rules under the Congressional Review Act at 5 U.S.C. 808(2). Although this interim final rule is effective immediately, comments are solicited from interested members of the public and from recipient governments on all aspects of the interim final rule.

These comments must be submitted on or before July 16, 2021.

X. Regulatory Analyses

Executive Orders 12866 and 13563

This interim final rule is economically significant for the purposes of Executive Orders 12866 and 13563. Treasury, however, is proceeding under the emergency provision at Executive Order 12866 section 6(a)(3)(D) based on the need to act expeditiously to mitigate the current economic conditions arising from the COVID-19 public health emergency. The rule has been reviewed by the Office of Management and Budget (OMB) in accordance with Executive Order 12866. This rule is necessary to implement the ARPA in order to provide economic relief to State, local, and Tribal governments adversely impacted by the COVID-19 public health emergency.

Under Executive Order 12866, OMB must determine whether this regulatory action is “significant” and, therefore, subject to the requirements of the Executive Order and subject to review by OMB. Section 3(f) of Executive Order 12866 defines a significant regulatory

action as an action likely to result in a rule that may:

(1) Have an annual effect on the economy of \$100 million or more, or adversely affect a sector of the economy; productivity; competition; jobs; the environment; public health or safety; or State, local, or Tribal governments or communities in a material way (also referred to as “economically significant” regulations);

(2) Create a serious inconsistency or otherwise interfere with an action taken or planned by another agency;

(3) Materially alter the budgetary impacts of entitlements, grants, user fees, or loan programs or the rights and obligations of recipients thereof; or

(4) Raise novel legal or policy issues arising out of legal mandates, the President’s priorities, or the principles stated in the Executive order.

This regulatory action is an economically significant regulatory action subject to review by OMB under section 3(f) of Executive Order 12866. Treasury has also reviewed these regulations under Executive Order 13563, which supplements and explicitly reaffirms the principles, structures, and definitions governing regulatory review established in Executive Order 12866. To the extent permitted by law, section 1(b) of Executive Order 13563 requires that an agency:

(1) Propose or adopt regulations only upon a reasoned determination that their benefits justify their costs (recognizing that some benefits and costs are difficult to quantify);

(2) Tailor its regulations to impose the least burden on society, consistent with obtaining regulatory objectives taking into account, among other things, and to the extent practicable, the costs of cumulative regulations;

(3) Select, in choosing among alternative regulatory approaches, those approaches that maximize net benefits (including potential economic, environmental, public health and safety, and other advantages; distributive impacts; and equity);

(4) To the extent feasible, specify performance objectives, rather than the behavior or manner of compliance a regulated entity must adopt; and

(5) Identify and assess available alternatives to direct regulation, including providing economic incentives—such as user fees or marketable permits—to encourage the desired behavior, or providing information that enables the public to make choices.

Executive Order 13563 also requires an agency “to use the best available

¹⁸¹ 5 U.S.C. 553(a)(2).

¹⁸² 5 U.S.C. 553(b)(3)(B); *see also* 5 U.S.C. 553(d)(3) (creating an exception to the requirement of a 30-day delay before the effective date of a rule “for good cause found and published with the rule”).

techniques to quantify anticipated present and future benefits and costs as accurately as possible.” OMB’s Office of Information and Regulatory Affairs (OIRA) has emphasized that these techniques may include “identifying changing future compliance costs that might result from technological innovation or anticipated behavioral changes.”

Treasury has assessed the potential costs and benefits, both quantitative and qualitative, of this regulatory action, and is issuing this interim final rule only on a reasoned determination that the benefits exceed the costs. In choosing among alternative regulatory approaches, Treasury selected those approaches that would maximize net benefits. Based on the analysis that follows and the reasons stated elsewhere in this document, Treasury believes that this interim final rule is consistent with the principles set forth in Executive Order 13563.

Treasury also has determined that this regulatory action does not unduly interfere with States, territories, Tribal governments, and localities in the exercise of their governmental functions.

This Regulatory Impact Analysis discusses the need for regulatory action, the potential benefits, and the potential costs.

Need for Regulatory Action. This interim final rule implements the \$350 billion Fiscal Recovery Funds of the ARPA, which Congress passed to help States, territories, Tribal governments, and localities respond to the ongoing COVID-19 public health emergency and its economic impacts. As the agency charged with execution of these programs, Treasury has concluded that this interim final rule is needed to ensure that recipients of Fiscal Recovery Funds fully understand the requirements and parameters of the program as set forth in the statute and deploy funds in a manner that best reflects Congress’ mandate for targeted fiscal relief.

This interim final rule is primarily a transfer rule: It transfers \$350 billion in aid from the Federal Government to states, territories, Tribal governments, and localities, generating a significant macroeconomic effect on the U.S. economy. In making this transfer, Treasury has sought to implement the program in ways that maximize its potential benefits while minimizing its costs. It has done so by aiming to target relief in key areas according to the congressional mandate; offering clarity to States, territories, Tribal governments, and localities while maintaining their flexibility to respond

to local needs; and limiting administrative burdens.

Analysis of Benefits. Relative to a pre-statutory baseline, the Fiscal Recovery Funds provide a combined \$350 billion to State, local, and Tribal governments for fiscal relief and support for costs incurred responding to the COVID-19 pandemic. Treasury believes that this transfer will generate substantial additional economic activity, although given the flexibility accorded to recipients in the use of funds, it is not possible to precisely estimate the extent to which this will occur and the timing with which it will occur. Economic research has demonstrated that state fiscal relief is an efficient and effective way to mitigate declines in jobs and output during an economic downturn.¹⁸³ Absent such fiscal relief, fiscal austerity among State, local, and Tribal governments could exert a prolonged drag on the overall economic recovery, as occurred following the 2007–09 recession.¹⁸⁴

This interim final rule provides benefits across several areas by implementing the four eligible funding uses, as defined in statute: Strengthening the response to the COVID-19 public health emergency and its economic impacts; easing fiscal pressure on State, local, and Tribal governments that might otherwise lead to harmful cutbacks in employment or government services; providing premium pay to essential workers; and making necessary investments in certain types of infrastructure. In implementing the ARPA, Treasury also sought to support disadvantaged communities that have been disproportionately impacted by the pandemic. The Fiscal Recovery Funds as implemented by the interim final rule can be expected to channel resources toward these uses in order to achieve substantial near-term economic and public health benefits, as well as longer-term benefits arising from the allowable investments in water, sewer, and broadband infrastructure and aid to families.

These benefits are achieved in the interim final rule through a broadly flexible approach that sets clear guidelines on eligible uses of Fiscal Recovery Funds and provides State, local, and Tribal government officials discretion within those eligible uses to direct Fiscal Recovery Funds to areas of greatest need within their jurisdiction. While preserving recipients’ overall flexibility, the interim final rule includes several provisions that implement statutory requirements and will help support use of Fiscal Recovery Funds to achieve the intended benefits. The remainder of this section clarifies how Treasury’s approach to key provisions in the interim final rule will contribute to greater realization of benefits from the program.

- **Revenue Loss:** Recipients will compute the extent of reduction in revenue by comparing actual revenue to a counterfactual trend representing what could have plausibly been expected to occur in the absence of the pandemic. The counterfactual trend begins with the last full fiscal year prior to the public health emergency (as required by statute) and projects forward with an annualized growth adjustment. Treasury’s decision to incorporate a growth adjustment into the calculation of revenue loss ensures that the formula more fully captures revenue shortfalls relative to recipients’ pre-pandemic expectations. Moreover, recipients will have the opportunity to re-calculate revenue loss at several points throughout the program, recognizing that some recipients may experience revenue effects with a lag. This option to re-calculate revenue loss on an ongoing basis should result in more support for recipients to avoid harmful cutbacks in future years. In calculating revenue loss, recipients will look at general revenue in the aggregate, rather than on a source-by-source basis. Given that recipients may have experienced offsetting changes in revenues across sources, Treasury’s approach provides a more accurate representation of the effect of the pandemic on overall revenues.

- **Premium Pay:** Per the statute, recipients have broad latitude to designate critical infrastructure sectors and make grants to third-party employers for the purpose of providing premium pay or otherwise respond to essential workers. While the interim final rule generally preserves the flexibility in the statute, it does add a requirement that recipients give written justification in the case that premium pay would increase a worker’s annual pay above a certain threshold. To set this threshold, Treasury analyzed data

¹⁸³ Gabriel Chodorow-Reich et al., Does State Fiscal Relief during Recessions Increase Employment? Evidence from the American Recovery and Reinvestment Act, *American Econ. J.: Econ. Policy*, 4:3 118–45 (Aug. 2012), available at <https://www.aeaweb.org/articles?id=10.1257/pol.4.3.118>.

¹⁸⁴ See, e.g., Fitzpatrick, Haughwout & Setren, Fiscal Drag from the State and Local Sector?, *Liberty Street Economics Blog*, Federal Reserve Bank of New York (June 27, 2012), <https://www.libertystreeteconomics.newyorkfed.org/2012/06/fiscal-drag-from-the-state-and-local-sector.html>; Jiri Jonas, Great Recession and Fiscal Squeeze at U.S. Subnational Government Level, *IMF Working Paper* 12/184, (July 2012), available at <https://www.imf.org/external/pubs/ft/wp/2012/wp12184.pdf>; Gordon, *supra* note 9.

from the Bureau of Labor Statistics to determine a level that would not require further justification for premium pay to the vast majority of essential workers, while requiring higher scrutiny for provision of premium pay to higher-earners who, even without premium pay, would likely have greater personal financial resources to cope with the effects of the pandemic. Treasury believes the threshold in the interim final rule strikes the appropriate balance between preserving flexibility and helping encourage use of these resources to help those in greatest need. The interim final rule also requires that eligible workers have regular in-person interactions or regular physical handling of items that were also handled by others. This requirement will also help encourage use of financial resources for those who have endured the heightened risk of performing essential work.

- *Withholding of Payments to Recipients:* Treasury believes that for the vast majority of recipient entities, it will be appropriate to receive funds in two separate payments. As discussed above, withholding of payments ensures that recipients can adapt spending plans to evolving economic conditions and that at least some of the economic benefits will be realized in 2022 or later. However, consistent with authorities granted to Treasury in the statute, Treasury recognizes that a subset of States with significant remaining elevation in the unemployment rate could face heightened additional near-term needs to aid unemployed workers and stimulate the recovery. Therefore, for a subset of State governments, Treasury will not withhold any funds from the first payment. Treasury believes that this approach strikes the appropriate balance between the general reasons to provide funds in two payments and the heightened additional near-term needs in specific States. As discussed above, Treasury set a threshold based on historical analysis of unemployment rates in recessions.

- *Hiring Public Sector Employees:* The interim final rule states explicitly that recipients may use funds to restore their workforces up to pre-pandemic levels. Treasury believes that this statement is beneficial because it eliminates any uncertainty that could cause delays or otherwise negatively impact restoring public sector workforces (which, at time of publication, remain significantly below pre-pandemic levels).

Finally, the interim final rule aims to promote and streamline the provision of assistance to individuals and communities in greatest need,

particularly communities that have been historically disadvantaged and have experienced disproportionate impacts of the COVID-19 crisis. Targeting relief is in line with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government,” which laid out an Administration-wide priority to support “equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality.”¹⁸⁵ To this end, the interim final rule enumerates a list of services that may be provided using Fiscal Recovery Funds in low-income areas to address the disproportionate impacts of the pandemic in these communities; establishes the characteristics of essential workers eligible for premium pay and encouragement to serve workers based on financial need; provides that recipients may use Fiscal Recovery Funds to restore (to pre-pandemic levels) state and local workforces, where women and people of color are disproportionately represented;¹⁸⁶ and targets investments in broadband infrastructure to unserved and underserved areas. Collectively, these provisions will promote use of resources to facilitate the provision of assistance to individuals and communities with the greatest need.

Analysis of Costs. This regulatory action will generate administrative costs relative to a pre-statutory baseline. This includes, chiefly, costs required to administer Fiscal Recovery Funds, oversee subrecipients and beneficiaries, and file periodic reports with Treasury. It also requires States to allocate Fiscal Recovery Funds to nonentitlement units, which are smaller units of local government that are statutorily required to receive their funds through States.

Treasury expects that the administrative burden associated with this program will be moderate for a grant program of its size. Treasury expects that most recipients receive direct or indirect funding from Federal Government programs and that many

have familiarity with how to administer and report on Federal funds or grant funding provided by other entities. In particular, States, territories, and large localities will have received funds from the CRF and Treasury expects them to rely heavily on established processes developed last year or through prior grant funding, mitigating burden on these governments.

Treasury expects to provide technical assistance to defray the costs of administration of Fiscal Recovery Funds to further mitigate burden. In making implementation choices, Treasury has hosted numerous consultations with a diverse range of direct recipients—States, small cities, counties, and Tribal governments—along with various communities across the United States, including those that are underserved. Treasury lacks data to estimate the precise extent to which this interim final rule generates administrative burden for State, local, and Tribal governments, but seeks comment to better estimate and account for these costs, as well as on ways to lessen administrative burdens.

Executive Order 13132

Executive Order 13132 (entitled Federalism) prohibits an agency from publishing any rule that has federalism implications if the rule either imposes substantial, direct compliance costs on State, local, and Tribal governments, and is not required by statute, or preempts state law, unless the agency meets the consultation and funding requirements of section 6 of the Executive order. This interim final rule does not have federalism implications within the meaning of the Executive order and does not impose substantial, direct compliance costs on State, local, and Tribal governments or preempt state law within the meaning of the Executive order. The compliance costs are imposed on State, local, and Tribal governments by sections 602 and 603 of the Social Security Act, as enacted by the ARPA. Notwithstanding the above, Treasury has engaged in efforts to consult and work cooperatively with affected State, local, and Tribal government officials and associations in the process of developing the interim final rule. Pursuant to the requirements set forth in section 8(a) of Executive Order 13132, Treasury certifies that it has complied with the requirements of Executive Order 13132.

Administrative Procedure Act

The Administrative Procedure Act (APA), 5 U.S.C. 551 *et seq.*, generally requires public notice and an opportunity for comment before a rule

¹⁸⁵ Executive Order on Advancing Racial Equity and Support for Underserved Communities through the Federal Government (Jan. 20, 2021) (86 FR 7009, January 25, 2021), <https://www.whitehouse.gov/briefing-room/presidential-actions/2021/01/20/executive-order-advancing-racial-equity-and-support-for-underserved-communities-through-the-federal-government/> (last visited May 9, 2021).

¹⁸⁶ David Cooper, Mary Gable & Algernon Austin, Economic Policy Institute Briefing Paper, The Public-Sector Jobs Crisis: Women and African Americans hit hardest by job losses in state and local governments, <https://www.epi.org/publication/bp339-public-sector-jobs-crisis> (last visited May 9, 2021).

becomes effective. However, the APA provides that the requirements of 5 U.S.C. 553 do not apply “to the extent that there is involved . . . a matter relating to agency . . . grants.” The interim final rule implements statutory conditions on the eligible uses of the Fiscal Recovery Funds grants, and addresses the payment of those funds, the reporting on uses of funds, and potential consequences of ineligible uses. The rule is thus “both clearly and directly related to a federal grant program.” *National Wildlife Federation v. Snow*, 561 F.2d 227, 232 (D.C. Cir. 1976). The rule sets forth the “process necessary to maintain state . . . eligibility for federal funds,” *id.*, as well as the “method[s] by which states can . . . qualify for federal aid,” and other “integral part[s] of the grant program,” *Center for Auto Safety v. Tiemann*, 414 F. Supp. 215, 222 (D.D.C. 1976). As a result, the requirements of 5 U.S.C. 553 do not apply.

The APA also provides an exception to ordinary notice-and-comment procedures “when the agency for good cause finds (and incorporates the finding and a brief statement of reasons therefor in the rules issued) that notice and public procedure thereon are impracticable, unnecessary, or contrary to the public interest.” 5 U.S.C. 553(b)(3)(B); *see also* 5 U.S.C. 553(d)(3) (creating an exception to the requirement of a 30-day delay before the effective date of a rule “for good cause found and published with the rule”). Assuming 5 U.S.C. 553 applied, Treasury would still have good cause under sections 553(b)(3)(B) and 553(d)(3) for not undertaking section 553’s requirements. The ARPA is a law responding to a historic economic and

public health emergency; it is “extraordinary” legislation about which “both Congress and the President articulated a profound sense of ‘urgency.’” *Petry v. Block*, 737 F.2d 1193, 1200 (D.C. Cir. 1984). Indeed, several provisions implemented by this interim final rule (sections 602(c)(1)(A) and 603(c)(1)(A)) explicitly provide funds to “respond to the public health emergency,” and the urgency is further exemplified by Congress’s command (in sections 602(b)(6)(B) and 603(b)(7)(A)) that, “[t]o the extent practicable,” funds must be provided to Tribes and cities “not later than 60 days after the date of enactment.” *See Philadelphia Citizens in Action v. Schweiker*, 669 F.2d 877, 884 (3d Cir. 1982) (finding good cause under circumstances, including statutory time limits, where APA procedures would have been “virtually impossible”). Finally, there is an urgent need for States to undertake the planning necessary for sound fiscal policymaking, which requires an understanding of how funds provided under the ARPA will augment and interact with existing budgetary resources and tax policies. Treasury understands that many states require immediate rules on which they can rely, especially in light of the fact that the ARPA “covered period” began on March 3, 2021. The statutory urgency and practical necessity are good cause to forego the ordinary requirements of notice-and-comment rulemaking.

Congressional Review Act

The Administrator of OIRA has determined that this is a major rule for purposes of Subtitle E of the Small Business Regulatory Enforcement and Fairness Act of 1996 (also known as the

Congressional Review Act or CRA) (5 U.S.C. 804(2) *et seq.*). Under the CRA, a major rule takes effect 60 days after the rule is published in the **Federal Register**. 5 U.S.C. 801(a)(3). Notwithstanding this requirement, the CRA allows agencies to dispense with the requirements of section 801 when the agency for good cause finds that such procedure would be impracticable, unnecessary, or contrary to the public interest and the rule shall take effect at such time as the agency promulgating the rule determines. 5 U.S.C. 808(2). Pursuant to section 808(2), for the reasons discussed above, Treasury for good cause finds that a 60-day delay to provide public notice is impracticable and contrary to the public interest.

Paperwork Reduction Act

The information collections associated with State, territory, local, and Tribal government applications materials necessary to receive Fiscal Recovery Funds (*e.g.*, payment information collection and acceptance of award terms) have been reviewed and approved by OMB pursuant to the Paperwork Reduction Act (44 U.S.C. chapter 35) (PRA) emergency processing procedures and assigned control number 1505–0271. The information collections related to ongoing reporting requirements, as discussed in this interim final rule, will be submitted to OMB for emergency processing in the near future. Under the PRA, an agency may not conduct or sponsor and a respondent is not required to respond to, an information collection unless it displays a valid OMB control number.

Estimates of hourly burden under this program are set forth in the table below. Burden estimates below are preliminary.

Reporting	Number of respondents (estimated)	Number of responses per respondent	Total responses	Hours per response	Total burden in hours	Cost to respondent (\$48.80 per hour*)
Recipient Payment Form	5,050	1	5,050	.25 (15 minutes) ...	1,262.5	\$61,610
Acceptance of Award Terms	5,050	1	5,050	.25 (15 minutes) ...	1,262.5	61,610
Title VI Assurances	5,050	1	5,050	.50 (30 minutes) ...	2,525	123,220
Quarterly Project and Expenditure Report.	5,050	4***	20,200	25	505,000	24,644,000
Annual Project and Expenditure Report from NEUs.	TBD	1 per year	† 20,000–40,000	15	300,000–600,000	14,640,000–29,280,000
Annual Recovery Plan Performance report.	418	1 per year	418	100	41,800	2,039,840
Total	(**)	N/A	55,768–75,768	141	851,850–1,151,850	41,570,280–56,210,280

*Bureau of Labor Statistics, U.S. Department of Labor, Occupational Outlook Handbook, Accountants and Auditors, on the internet at <https://www.bls.gov/ooh/business-and-financial/accountants-and-auditors.htm> (visited March 28, 2020). Base wage of \$33.89/hour increased by 44 percent to account for fully loaded employer cost of employee compensation (benefits, etc.) for a fully loaded wage rate of \$48.80.

**5,050–TBD.

***Per year after first year.

† (Estimate only).

Periodic reporting is required by section 602(c) of Section VI of the Social Security Act and under the interim final rule.

As discussed in Section VIII of this **SUPPLEMENTARY INFORMATION**, recipients of Fiscal Recovery Funds will be required to submit one interim report

and thereafter quarterly Project and Expenditure reports until the end of the award period. Recipients must submit interim reports to Treasury by August

31, 2021. The quarterly Project and Expenditure reports will include financial data, information on contracts and subawards over \$50,000, types of projects funded, and other information regarding a recipient's utilization of the award funds.

Nonentitlement unit recipients will be required to submit annual Project and Expenditure reports until the end of the award period. The initial annual Project and Expenditure report for Nonentitlement unit recipients must be submitted to Treasury by October 31, 2021. The subsequent annual reports must be submitted to Treasury by October 31 each year. States, territories, metropolitan cities, and counties with a population that exceeds 250,000 residents will also be required to submit an annual Recovery Plan Performance report to Treasury. The Recovery Plan Performance report will include descriptions of the projects funded and information on the performance indicators and objectives of the award. Each annual Recovery Plan Performance report must be posted on the public-facing website of the recipient. Treasury will provide additional guidance and instructions on all the reporting requirements outlined above for the Fiscal Recovery Funds program at a later date.

These and related periodic reporting requirements are under consideration and will be submitted to OMB for approval under the PRA emergency provisions in the near future.

Treasury invites comments on all aspects of the reporting and recordkeeping requirements including: (a) Whether the collection of information is necessary for the proper performance of the functions of the agency, including whether the information has practical utility; (b) the accuracy of the estimate of the burden of the collection of information; (c) ways to enhance the quality, utility, and clarity of the information to be collected; (d) ways to minimize the burden of the collection of information; and (e) estimates of capital or start-up costs and costs of operation, maintenance, and purchase of services to provide information. Comments should be sent by the comment deadline to the www.regulations.gov docket with a copy to the Office of Information and Regulatory Affairs, U.S. Office of Management and Budget, 725 17th Street NW, Washington, DC 20503; or email to oira_submission@omb.eop.gov.

Regulatory Flexibility Analysis

The Regulatory Flexibility Act (RFA) generally requires that when an agency issues a proposed rule, or a final rule

pursuant to section 553(b) of the Administrative Procedure Act or another law, the agency must prepare a regulatory flexibility analysis that meets the requirements of the RFA and publish such analysis in the **Federal Register**. 5 U.S.C. 603, 604.

Rules that are exempt from notice and comment under the APA are also exempt from the RFA requirements, including the requirement to conduct a regulatory flexibility analysis, when among other things the agency for good cause finds that notice and public procedure are impracticable, unnecessary, or contrary to the public interest. Since this rule is exempt from the notice and comment requirements of the APA, Treasury is not required to conduct a regulatory flexibility analysis.

List of Subjects in 31 CFR Part 35

Executive compensation, Public health emergency, State and local governments, Tribal governments.

For the reasons stated in the preamble, the Department of the Treasury amends 31 CFR part 35 as follows:

PART 35—PANDEMIC RELIEF PROGRAMS

- 1. The authority citation for part 35 is revised to read as follows:

Authority: 42 U.S.C. 802(f); 42 U.S.C. 803(f); 31 U.S.C. 321; Division N, Title V, Subtitle B, Pub. L. 116–260, 134 Stat. 1182; Section 104A, Pub. L. 103–325, 108 Stat. 2160, as amended (12 U.S.C. 4701 *et seq.*); Pub. L. 117–2, 135 Stat. 4 (42 U.S.C. 802 *et seq.*).

- 2. Revise the part heading to read as set forth above.

- 3. Add subpart A to read as follows:

Subpart A—Coronavirus State and Local Fiscal Recovery Funds

Sec.

- 35.1 Purpose.
- 35.2 Applicability.
- 35.3 Definitions.
- 35.4 Reservation of authority, reporting.
- 35.5 Use of funds.
- 35.6 Eligible uses.
- 35.7 Pensions.
- 35.8 Tax.
- 35.9 Compliance with applicable laws.
- 35.10 Recoupment.
- 35.11 Payments to States.
- 35.12 Distributions to nonentitlement units of local government and units of general local government.

§ 35.1 Purpose.

This subpart implements section 9901 of the American Rescue Plan Act (Subtitle M of Title IX of Pub. L. 117–2), which amends Title VI of the Social Security Act (42 U.S.C. 801 *et*

seq.) by adding sections 602 and 603 to establish the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund.

§ 35.2 Applicability.

This subpart applies to States, territories, Tribal governments, metropolitan cities, nonentitlement units of local government, counties, and units of general local government that accept a payment or transfer of funds made under section 602 or 603 of the Social Security Act.

§ 35.3 Definitions.

As used in this subpart:

Baseline means tax revenue of the recipient for its fiscal year ending in 2019, adjusted for inflation in each reporting year using the Bureau of Economic Analysis's Implicit Price Deflator for the gross domestic product of the United States.

County means a county, parish, or other equivalent county division (as defined by the Census Bureau).

Covered benefits include, but are not limited to, the costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (Federal and State), workers' compensation insurance, and Federal Insurance Contributions Act taxes (which includes Social Security and Medicare taxes).

Covered change means a change in law, regulation, or administrative interpretation. A change in law includes any final legislative or regulatory action, a new or changed administrative interpretation, and the phase-in or taking effect of any statute or rule if the phase-in or taking effect was not prescribed prior to the start of the covered period.

Covered period means, with respect to a State, Territory, or Tribal government, the period that:

- (1) Begins on March 3, 2021; and
- (2) Ends on the last day of the fiscal year of such State, Territory, or Tribal government in which all funds received by the State, Territory, or Tribal government from a payment made under section 602 or 603 of the Social Security Act have been expended or returned to, or recovered by, the Secretary.

COVID-19 means the Coronavirus Disease 2019.

COVID-19 public health emergency means the period beginning on January 27, 2020 and until the termination of the national emergency concerning the COVID-19 outbreak declared pursuant to the National Emergencies Act (50 U.S.C. 1601 *et seq.*).

Deposit means an extraordinary payment of an accrued, unfunded liability. The term deposit does not refer to routine contributions made by an employer to pension funds as part of the employer's obligations related to payroll, such as either a pension contribution consisting of a normal cost component related to current employees or a component addressing the amortization of unfunded liabilities calculated by reference to the employer's payroll costs.

Eligible employer means an employer of an eligible worker who performs essential work.

Eligible workers means workers needed to maintain continuity of operations of essential critical infrastructure sectors, including health care; emergency response; sanitation, disinfection, and cleaning work; maintenance work; grocery stores, restaurants, food production, and food delivery; pharmacy; biomedical research; behavioral health work; medical testing and diagnostics; home- and community-based health care or assistance with activities of daily living; family or child care; social services work; public health work; vital services to Tribes; any work performed by an employee of a State, local, or Tribal government; educational work, school nutrition work, and other work required to operate a school facility; laundry work; elections work; solid waste or hazardous materials management, response, and cleanup work; work requiring physical interaction with patients; dental care work; transportation and warehousing; work at hotel and commercial lodging facilities that are used for COVID-19 mitigation and containment; work in a mortuary; work in critical clinical research, development, and testing necessary for COVID-19 response.

(1) With respect to a recipient that is a metropolitan city, nonentitlement unit of local government, or county, workers in any additional sectors as each chief executive officer of such recipient may designate as critical to protect the health and well-being of the residents of their metropolitan city, nonentitlement unit of local government, or county; or

(2) With respect to a State, Territory, or Tribal government, workers in any additional sectors as each Governor of a State or Territory, or each Tribal government, may designate as critical to protect the health and well-being of the residents of their State, Territory, or Tribal government.

Essential work means work that:

- (1) Is not performed while teleworking from a residence; and
- (2) Involves:

(i) Regular in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or

(ii) Regular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work.

Funds means, with respect to a recipient, amounts provided to the recipient pursuant to a payment made under section 602(b) or 603(b) of the Social Security Act or transferred to the recipient pursuant to section 603(c)(4) of the Social Security Act.

General revenue means money that is received from tax revenue, current charges, and miscellaneous general revenue, excluding refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and intergovernmental transfers from the Federal Government, including transfers made pursuant to section 9901 of the American Rescue Plan Act. General revenue does not include revenues from utilities. Revenue from Tribal business enterprises must be included in general revenue.

Intergovernmental transfers means money received from other governments, including grants and shared taxes.

Metropolitan city has the meaning given that term in section 102(a)(4) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(4)) and includes cities that relinquish or defer their status as a metropolitan city for purposes of receiving allocations under section 106 of such Act (42 U.S.C. 5306) for fiscal year 2021.

Net reduction in total spending is measured as the State or Territory's total spending for a given reporting year excluding its spending of funds, subtracted from its total spending for its fiscal year ending in 2019, adjusted for inflation using the Bureau of Economic Analysis's Implicit Price Deflator for the gross domestic product of the United States.

Nonentitlement unit of local government means a "city," as that term is defined in section 102(a)(5) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(5)), that is not a metropolitan city.

Nonprofit means a nonprofit organization that is exempt from Federal income taxation and that is described in section 501(c)(3) of the Internal Revenue Code.

Obligation means an order placed for property and services and entering into

contracts, subawards, and similar transactions that require payment.

Pension fund means a defined benefit plan and does not include a defined contribution plan.

Premium pay means an amount of up to \$13 per hour that is paid to an eligible worker, in addition to wages or remuneration the eligible worker otherwise receives, for all work performed by the eligible worker during the COVID-19 public health emergency. Such amount may not exceed \$25,000 with respect to any single eligible worker. Premium pay will be considered to be in addition to wages or remuneration the eligible worker otherwise receives if, as measured on an hourly rate, the premium pay is:

(1) With regard to work that the eligible worker previously performed, pay and remuneration equal to the sum of all wages and remuneration previously received plus up to \$13 per hour with no reduction, substitution, offset, or other diminishment of the eligible worker's previous, current, or prospective wages or remuneration; or

(2) With regard to work that the eligible worker continues to perform, pay of up to \$13 that is in addition to the eligible worker's regular rate of wages or remuneration, with no reduction, substitution, offset, or other diminishment of the workers' current and prospective wages or remuneration.

Qualified census tract has the same meaning given in 26 U.S.C. 42(d)(5)(B)(ii)(I).

Recipient means a State, Territory, Tribal government, metropolitan city, nonentitlement unit of local government, county, or unit of general local government that receives a payment made under section 602(b) or 603(b) of the Social Security Act or transfer pursuant to section 603(c)(4) of the Social Security Act.

Reporting year means a single year or partial year within the covered period, aligned to the current fiscal year of the State or Territory during the covered period.

Secretary means the Secretary of the Treasury.

State means each of the 50 States and the District of Columbia.

Small business means a business concern or other organization that:

(1) Has no more than 500 employees, or if applicable, the size standard in number of employees established by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates; and

(2) Is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632).

Tax revenue means revenue received from a compulsory contribution that is exacted by a government for public purposes excluding refunds and corrections and, for purposes of § 35.8, intergovernmental transfers. Tax revenue does not include payments for a special privilege granted or service rendered, employee or employer assessments and contributions to finance retirement and social insurance trust systems, or special assessments to pay for capital improvements.

Territory means the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, or American Samoa.

Tribal enterprise means a business concern:

(1) That is wholly owned by one or more Tribal governments, or by a corporation that is wholly owned by one or more Tribal governments; or

(2) That is owned in part by one or more Tribal governments, or by a corporation that is wholly owned by one or more Tribal governments, if all other owners are either United States citizens or small business concerns, as these terms are used and consistent with the definitions in 15 U.S.C. 657a(b)(2)(D).

Tribal government means the recognized governing body of any Indian or Alaska Native tribe, band, nation, pueblo, village, community, component band, or component reservation, individually identified (including parenthetically) in the list published by the Bureau of Indian Affairs on January 29, 2021, pursuant to section 104 of the Federally Recognized Indian Tribe List Act of 1994 (25 U.S.C. 5131).

Unemployment rate means the U-3 unemployment rate provided by the Bureau of Labor Statistics as part of the Local Area Unemployment Statistics program, measured as total unemployment as a percentage of the civilian labor force.

Unemployment trust fund means an unemployment trust fund established under section 904 of the Social Security Act (42 U.S.C. 1104).

Unit of general local government has the meaning given to that term in section 102(a)(1) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302(a)(1)).

Unserved and underserved households or businesses means one or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed.

§ 35.4 Reservation of authority, reporting.

(a) *Reservation of authority.* Nothing in this subpart shall limit the authority of the Secretary to take action to enforce conditions or violations of law, including actions necessary to prevent evasions of this subpart.

(b) *Extensions or accelerations of timing.* The Secretary may extend or accelerate any deadline or compliance date of this subpart, including reporting requirements that implement this subpart, if the Secretary determines that such extension or acceleration is appropriate. In determining whether an extension or acceleration is appropriate, the Secretary will consider the period of time that would be extended or accelerated and how the modified timeline would facilitate compliance with this subpart.

(c) *Reporting and requests for other information.* During the covered period, recipients shall provide to the Secretary periodic reports providing detailed accounting of the uses of funds, all modifications to a State or Territory's tax revenue sources, and such other information as the Secretary may require for the administration of this section. In addition to regular reporting requirements, the Secretary may request other additional information as may be necessary or appropriate, including as may be necessary to prevent evasions of the requirements of this subpart. False statements or claims made to the Secretary may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in Federal awards or contracts, and/or any other remedy available by law.

§ 35.5 Use of funds.

(a) *In general.* A recipient may only use funds to cover costs incurred during the period beginning March 3, 2021, and ending December 31, 2024, for one or more of the purposes enumerated in sections 602(c)(1) and 603(c)(1) of the Social Security Act, as applicable, including those enumerated in section § 35.6, subject to the restrictions set forth in sections 602(c)(2) and 603(c)(2) of the Social Security Act, as applicable.

(b) *Costs incurred.* A cost shall be considered to have been incurred for purposes of paragraph (a) of this section if the recipient has incurred an obligation with respect to such cost by December 31, 2024.

(c) *Return of funds.* A recipient must return any funds not obligated by December 31, 2024, and any funds not expended to cover such obligations by December 31, 2026.

§ 35.6 Eligible uses.

(a) *In general.* Subject to §§ 35.7 and 35.8, a recipient may use funds for one or more of the purposes described in paragraphs (b) through (e) of this section

(b) *Responding to the public health emergency or its negative economic impacts.* A recipient may use funds to respond to the public health emergency or its negative economic impacts, including for one or more of the following purposes:

(1) *COVID-19 response and prevention.* Expenditures for the mitigation and prevention of COVID-19, including:

(i) Expenses related to COVID-19 vaccination programs and sites, including staffing, acquisition of equipment or supplies, facilities costs, and information technology or other administrative expenses;

(ii) COVID-19-related expenses of public hospitals, clinics, and similar facilities;

(iii) COVID-19 related expenses in congregate living facilities, including skilled nursing facilities, long-term care facilities, incarceration settings, homeless shelters, residential foster care facilities, residential behavioral health treatment, and other group living facilities;

(iv) Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs and other capital investments in public facilities to meet COVID-19-related operational needs;

(v) Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs and other capital investments in public facilities to meet COVID-19-related operational needs;

(vi) Costs of providing COVID-19 testing and monitoring, contact tracing, and monitoring of case trends and genomic sequencing for variants;

(vii) Emergency medical response expenses, including emergency medical transportation, related to COVID-19;

(viii) Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment;

(ix) Expenses for communication related to COVID-19 vaccination programs and communication or enforcement by recipients of public health orders related to COVID-19;

(x) Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment;

(xi) Expenses for disinfection of public areas and other facilities in

response to the COVID-19 public health emergency;

(xii) Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety;

(xiii) Expenses for quarantining or isolation of individuals;

(xiv) Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions;

(xv) Expenses for treatment of the long-term symptoms or effects of COVID-19, including post-intensive care syndrome;

(xvi) Expenses for the improvement of ventilation systems in congregate settings, public health facilities, or other public facilities;

(xvii) Expenses related to establishing or enhancing public health data systems; and

(xviii) Mental health treatment, substance misuse treatment, and other behavioral health services.

(2) *Public health and safety staff.*

Payroll and covered benefit expenses for public safety, public health, health care, human services, and similar employees to the extent that the employee's time is spent mitigating or responding to the COVID-19 public health emergency.

(3) *Hiring State and local government staff.* Payroll, covered benefit, and other costs associated with the recipient increasing the number of its employees up to the number of employees that it employed on January 27, 2020.

(4) *Assistance to unemployed workers.* Assistance, including job training, for individuals who want and are available for work, including those who have looked for work sometime in the past 12 months or who are employed part time but who want and are available for full-time work.

(5) *Contributions to State unemployment insurance trust funds.* Contributions to an unemployment trust fund up to the level required to restore the unemployment trust fund to its balance on January 27, 2020 or to pay back advances received under Title XII of the Social Security Act (42 U.S.C. 1321) for the payment of benefits between January 27, 2020 and May 17, 2021.

(6) *Small businesses.* Assistance to small businesses, including loans, grants, in-kind assistance, technical assistance or other services, that responds to the negative economic impacts of the COVID-19 public health emergency.

(7) *Nonprofits.* Assistance to nonprofit organizations, including loans, grants, in-kind assistance, technical assistance

or other services, that responds to the negative economic impacts of the COVID-19 public health emergency.

(8) *Assistance to households.*

Assistance programs, including cash assistance programs, that respond to the COVID-19 public health emergency.

(9) *Aid to impacted industries.* Aid to tourism, travel, hospitality, and other impacted industries that responds to the negative economic impacts of the COVID-19 public health emergency.

(10) *Expenses to improve efficacy of public health or economic relief programs.* Administrative costs associated with the recipient's COVID-19 public health emergency assistance programs, including services responding to the COVID-19 public health emergency or its negative economic impacts, that are not federally funded.

(11) *Survivor's benefits.* Benefits for the surviving family members of individuals who have died from COVID-19, including cash assistance to widows, widowers, or dependents of individuals who died of COVID-19.

(12) *Disproportionately impacted populations and communities.* A program, service, or other assistance that is provided in a qualified census tract, that is provided to households and populations living in a qualified census tract, that is provided by a Tribal government, or that is provided to other households, businesses, or populations disproportionately impacted by the COVID-19 public health emergency, such as:

(i) Programs or services that facilitate access to health and social services, including:

(A) Assistance accessing or applying for public benefits or services;

(B) Remediation of lead paint or other lead hazards; and

(C) Community violence intervention programs;

(ii) Programs or services that address housing insecurity, lack of affordable housing, or homelessness, including:

(A) Supportive housing or other programs or services to improve access to stable, affordable housing among individuals who are homeless;

(B) Development of affordable housing to increase supply of affordable and high-quality living units; and

(C) Housing vouchers and assistance relocating to neighborhoods with higher levels of economic opportunity and to reduce concentrated areas of low economic opportunity;

(iii) Programs or services that address or mitigate the impacts of the COVID-19 public health emergency on education, including:

(A) New or expanded early learning services;

(B) Assistance to high-poverty school districts to advance equitable funding across districts and geographies; and

(C) Educational and evidence-based services to address the academic, social, emotional, and mental health needs of students; and

(iv) Programs or services that address or mitigate the impacts of the COVID-19 public health emergency on childhood health or welfare, including:

(A) New or expanded childcare;

(B) Programs to provide home visits by health professionals, parent educators, and social service professionals to individuals with young children to provide education and assistance for economic support, health needs, or child development; and

(C) Services for child welfare-involved families and foster youth to provide support and education on child development, positive parenting, coping skills, or recovery for mental health and substance use.

(c) *Providing premium pay to eligible workers.* A recipient may use funds to provide premium pay to eligible workers of the recipient who perform essential work or to provide grants to eligible employers, provided that any premium pay or grants provided under this paragraph (c) must respond to eligible workers performing essential work during the COVID-19 public health emergency. A recipient uses premium pay or grants provided under this paragraph (c) to respond to eligible workers performing essential work during the COVID-19 public health emergency if it prioritizes low- and moderate-income persons. The recipient must provide, whether for themselves or on behalf of a grantee, a written justification to the Secretary of how the premium pay or grant provided under this paragraph (c) responds to eligible workers performing essential work if the premium pay or grant would increase an eligible worker's total wages and remuneration above 150 percent of such eligible worker's residing State's average annual wage for all occupations or their residing county's average annual wage, whichever is higher.

(d) *Providing government services.* For the provision of government services to the extent of a reduction in the recipient's general revenue, calculated according to paragraphs (d)(1) and (2) of this section.

(1) *Frequency.* A recipient must calculate the reduction in its general revenue using information as-of December 31, 2020, December 31, 2021, December 31, 2022, and December 31, 2023 (each, a calculation date) and following each calculation date.

(2) *Calculation.* A reduction in a recipient's general revenue equals:

$$\text{Max} \{ [\text{Base Year Revenue} * (1 + \text{Growth Adjustment})^{\frac{n_t}{12}}] - \text{Actual General Revenue}_t; 0 \}$$

Where:

Base Year Revenue is the recipient's general revenue for the most recent full fiscal year prior to the COVID-19 public health emergency;

Growth Adjustment is equal to the greater of 4.1 percent (or 0.041) and the recipient's average annual revenue growth over the three full fiscal years prior to the COVID-19 public health emergency.

n equals the number of months elapsed from the end of the base year to the calculation date.

Actual General Revenue is a recipient's actual general revenue collected during 12-month period ending on each calculation date;

Subscript *t* denotes the specific calculation date.

(e) *To make necessary investments in infrastructure.* A recipient may use funds to make investments in:

(1) *Clean Water State Revolving Fund and Drinking Water State Revolving Fund investments.* Projects or activities of the type that would be eligible under section 603(c) of the Federal Water Pollution Control Act (33 U.S.C. 1383(c)) or section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12); or,

(2) *Broadband.* Broadband infrastructure that is designed to provide service to unserved or underserved households and businesses and that is designed to, upon completion:

(i) Reliably meet or exceed symmetrical 100 Mbps download speed and upload speeds; or

(ii) In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, to provide service meeting the standards set forth in paragraph (e)(2)(i) of this section:

(A) Reliably meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed; and

(B) Be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

§ 35.7 Pensions.

A recipient may not use funds for deposit into any pension fund.

§ 35.8 Tax.

(a) *Restriction.* A State or Territory shall not use funds to either directly or indirectly offset a reduction in the net tax revenue of the State or Territory

resulting from a covered change during the covered period.

(b) *Violation.* Treasury will consider a State or Territory to have used funds to offset a reduction in net tax revenue if, during a reporting year:

(1) *Covered change.* The State or Territory has made a covered change that, either based on a reasonable statistical methodology to isolate the impact of the covered change in actual revenue or based on projections that use reasonable assumptions and do not incorporate the effects of macroeconomic growth to reduce or increase the projected impact of the covered change, the State or Territory assesses has had or predicts to have the effect of reducing tax revenue relative to current law;

(2) *Exceeds the de minimis threshold.* The aggregate amount of the measured or predicted reductions in tax revenue caused by covered changes identified under paragraph (b)(1) of this section, in the aggregate, exceeds 1 percent of the State's or Territory's baseline;

(3) *Reduction in net tax revenue.* The State or Territory reports a reduction in net tax revenue, measured as the difference between actual tax revenue and the State's or Territory's baseline, each measured as of the end of the reporting year; and

(4) *Consideration of other changes.* The aggregate amount of measured or predicted reductions in tax revenue caused by covered changes is greater than the sum of the following, in each case, as calculated for the reporting year:

(i) The aggregate amount of the expected increases in tax revenue caused by one or more covered changes that, either based on a reasonable statistical methodology to isolate the impact of the covered change in actual revenue or based on projections that use reasonable assumptions and do not incorporate the effects of macroeconomic growth to reduce or increase the projected impact of the covered change, the State or Territory assesses has had or predicts to have the effect of increasing tax revenue; and

(ii) Reductions in spending, up to the amount of the State's or Territory's net reduction in total spending, that are in:

(A) Departments, agencies, or authorities in which the State or Territory is not using funds; and

(B) Departments, agencies, or authorities in which the State or Territory is using funds, in an amount equal to the value of the spending cuts in those departments, agencies, or authorities, minus funds used.

(c) *Amount and revenue reduction cap.* If a State or Territory is considered to be in violation pursuant to paragraph (b) of this section, the amount used in violation of paragraph (a) of this section is equal to the lesser of:

(1) The reduction in net tax revenue of the State or Territory for the reporting year, measured as the difference between the State's or Territory's baseline and its actual tax revenue, each measured as of the end of the reporting year; and,

(2) The aggregate amount of the reductions in tax revenues caused by covered changes identified in paragraph (b)(1) of this section, minus the sum of the amounts in identified in paragraphs (b)(4)(i) and (ii).

§ 35.9 Compliance with applicable laws.

A recipient must comply with all other applicable Federal statutes, regulations, and Executive orders, and a recipient shall provide for compliance with the American Rescue Plan Act, this subpart, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds.

§ 35.10 Recoupment.

(a) *Identification of violations*—(1) *In general.* Any amount used in violation of § 35.5, § 35.6, or § 35.7 may be identified at any time prior to December 31, 2026.

(2) *Annual reporting of amounts of violations.* On an annual basis, a recipient that is a State or Territory must calculate and report any amounts used in violation of § 35.8.

(b) *Calculation of amounts subject to recoupment*—(1) *In general.* Except as provided in paragraph (b)(2) of this section, Treasury will calculate any amounts subject to recoupment resulting from a violation of § 35.5, § 35.6, or § 35.7 as the amounts used in violation of such restrictions.

(2) *Violations of § 35.8.* Treasury will calculate any amounts subject to recoupment resulting from a violation of § 35.8, equal to the lesser of:

(i) The amount set forth in § 35.8(c); and,

(ii) The amount of funds received by such recipient.

(c) *Notice.* If Treasury calculates an amount subject to recoupment under paragraph (b) of this section, Treasury will provide the recipient a written notice of the amount subject to recoupment along with an explanation of such amounts.

(d) *Request for reconsideration.* Unless Treasury extends the time period, within 60 calendar days of receipt of a notice of recoupment provided under paragraph (c) of this section, a recipient may submit a written request to Treasury requesting reconsideration of any amounts subject to recoupment under paragraph (b) of this section. To request reconsideration of any amounts subject to recoupment, a recipient must submit to Treasury a written request that includes:

(1) An explanation of why the recipient believes all or some of the amount should not be subject to recoupment; and

(2) A discussion of supporting reasons, along with any additional information.

(e) *Final amount subject to recoupment.* Unless Treasury extends the time period, within 60 calendar days of receipt of the recipient's request for reconsideration provided pursuant to paragraph (d) of this section, the recipient will be notified of the Secretary's decision to affirm, withdraw, or modify the notice of recoupment. Such notification will include an explanation of the decision, including responses to the recipient's supporting reasons and consideration of additional information provided.

(f) *Repayment of funds.* Unless Treasury extends the time period, a recipient shall repay to the Secretary any amounts subject to recoupment in accordance with instructions provided by Treasury:

(1) Within 120 calendar days of receipt of the notice of recoupment provided under paragraph (c) of this section, in the case of a recipient that does not submit a request for reconsideration in accordance with the

requirements of paragraph (d) of this section; or

(2) Within 120 calendar days of receipt of the Secretary's decision under paragraph (e) of this section, in the case of a recipient that submits a request for reconsideration in accordance with the requirements of paragraph (d) of this section.

§ 35.11 Payments to States.

(a) *In general.* With respect to any State or Territory that has an unemployment rate as of the date that it submits an initial certification for payment of funds pursuant to section 602(d)(1) of the Social Security Act that is less than two percentage points above its unemployment rate in February 2020, the Secretary will withhold 50 percent of the amount of funds allocated under section 602(b) of the Social Security Act to such State or territory until the date that is twelve months from the date such initial certification is provided to the Secretary.

(b) *Payment of withheld amount.* In order to receive the amount withheld under paragraph (a) of this section, the State or Territory must submit to the Secretary at least 30 days prior to the date referenced in paragraph (a) the following information:

(1) A certification, in the form provided by the Secretary, that such State or Territory requires the payment to carry out the activities specified in section 602(c) of the Social Security Act and will use the payment in compliance with section 602(c) of the Social Security Act; and,

(2) Any reports required to be filed by that date pursuant to this subpart that have not yet been filed.

§ 35.12 Distributions to nonentitlement units of local government and units of general local government.

(a) *Nonentitlement units of local government.* Each State or Territory that receives a payment from Treasury pursuant to section 603(b)(2)(B) of the Social Security Act shall distribute the amount of the payment to nonentitlement units of government in such State or Territory in accordance

with the requirements set forth in section 603(b)(2)(C) of the Social Security Act and without offsetting any debt owed by such nonentitlement units of local governments against such payments.

(b) *Budget cap.* A State or Territory may not make a payment to a nonentitlement unit of local government pursuant to section 603(b)(2)(C) of the Social Security Act and paragraph (a) of this section in excess of the amount equal to 75 percent of the most recent budget for the nonentitlement unit of local government as of January 27, 2020. A State or Territory shall permit a nonentitlement unit of local government without a formal budget as of January 27, 2020, to provide a certification from an authorized officer of the nonentitlement unit of local government of its most recent annual expenditures as of January 27, 2020, and a State or Territory may rely on such certification for purposes of complying with this paragraph (b).

(c) *Units of general local government.* Each State or Territory that receives a payment from Treasury pursuant to section 603(b)(3)(B)(ii) of the Social Security Act, in the case of an amount to be paid to a county that is not a unit of general local government, shall distribute the amount of the payment to units of general local government within such county in accordance with the requirements set forth in section 603(b)(3)(B)(ii) of the Social Security Act and without offsetting any debt owed by such units of general local government against such payments.

(d) *Additional conditions.* A State or Territory may not place additional conditions or requirements on distributions to nonentitlement units of local government or units of general local government beyond those required by section 603 of the Social Security Act or this subpart.

Laurie Schaffer,

Acting General Counsel.

[FR Doc. 2021-10283 Filed 5-13-21; 11:15 am]

BILLING CODE 4810-AK-P

AMERICAN RESCUE PLAN ACT (ARPA)

Coronavirus Local Fiscal Recovery Funds

STATE OF EMERGENCY

Mitigating the
Transmission of
COVID-19

FIRST RELIEF RESPONSE TO THE PANDEMIC: CORONAVIRUS RELIEF FUNDS (CRF)

3/1/2020 to 12/30/2020

Small Business Relief (SBR): \$1,515,471 (~75%)

City Operations Adaptations: \$517,958 (~25%)

- Telecommuting, PPE Inventory, etc.
- Reallocating Staff

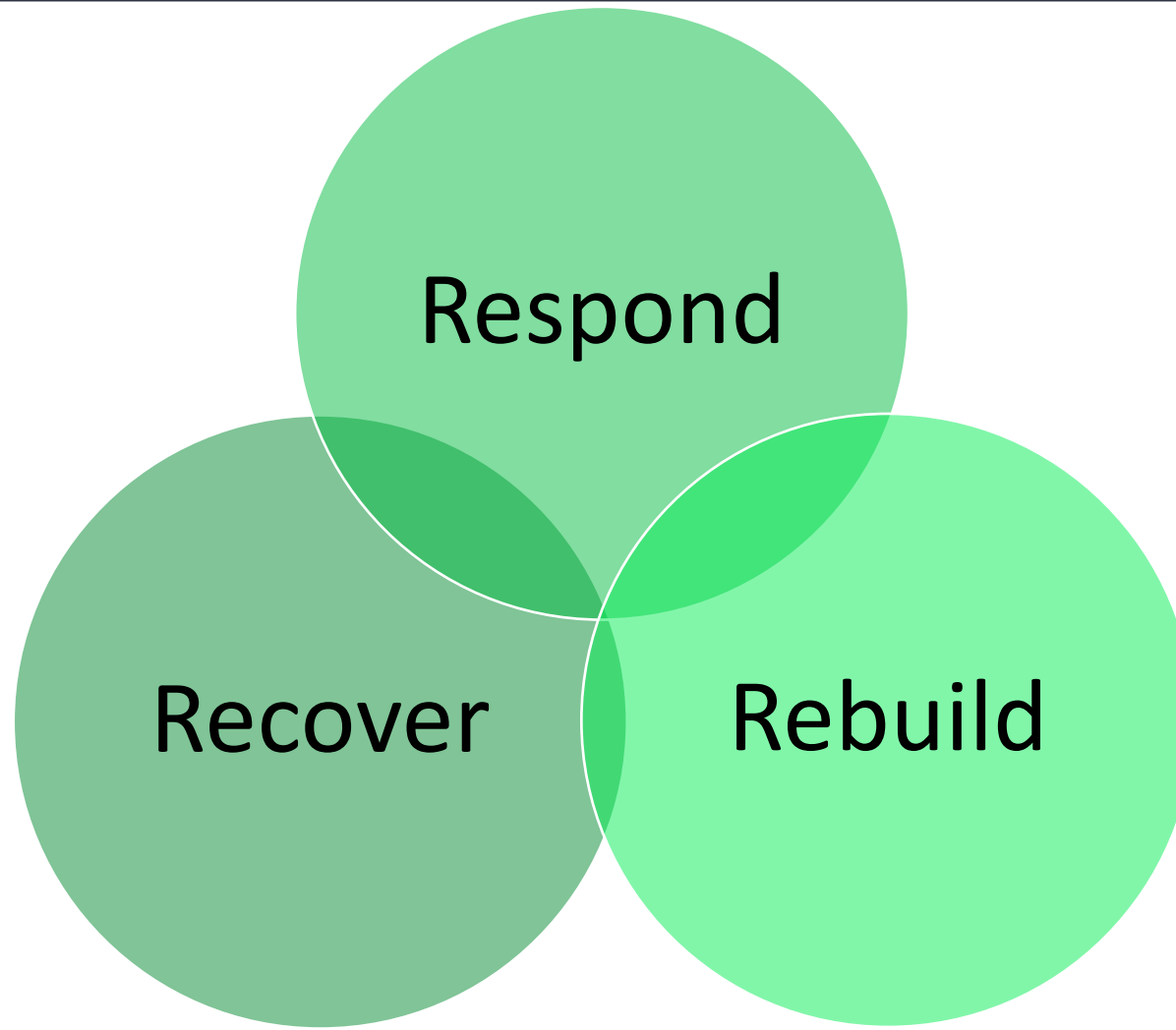
Total Stanton CRF Allocation: \$2,033,429 (100%)



ARPA AND STANTON

Coronavirus Local
Fiscal Recovery Funds

STANTON'S PATH FORWARD





STANTON'S ARPA:

Allocation: **\$9,123,660**
Timeframe: **3/3/2021 – 12/31/2024**

Receipt of Funds: **\$4,561,830 on 7/13/2021**
\$4,561,830 by 7/31/2022

Reporting: **October 31st of each year (2021 – 2026)**
Final report by 3/31/2027



ARPA: U.S. DEPARTMENT OF TREASURY FINAL RULE ("BIBLE OF ARPA")

Federal Enforcement

- **Monitoring:** Ongoing throughout the funding period
- **Audit:** Expected 1/1/2027 by the IRS

ARPA CATEGORIES*

Eligible Uses

- A. COVID-19 Response
- B. Premium Pay
- C. Backfill Loss Revenue – **\$1,072,040 for the City of Stanton**
(calendar year 2020)
- D. Infrastructure Investment
 - A. Water, sewer, and broadband ONLY

***SOURCE: DOT INTERIM FINAL RULE MAY 2021**



ARPA RESTRICTIONS*

Ineligible Uses

- Pension Deposits
- Contributions to Reserves
- Debt Payments
- Legal Settlements
- Federal Matching Funds

*SOURCE: DOT INTERIM FINAL RULE MAY 2021



ACCOUNTABILITY

INTERNAL CONTROLS IN
PLACE FOR ARPA-FUNDED
PROJECTS

ARPA FUNDS WORKING FOR STANTON

Each Project Will Have:

- **Vision:** Respond, Rebuild, Recover
- **Authorization:** Cites DOT's Final Rule
- **Approval:** City Council review and adoption
- **Capacity:** project-based, limited-term staffing
- **Budget:** up-front implementation and long-term maintenance
- **Timeline:** with quarterly updates at City Council meetings



TIMELINE



Year 1

Quarter 1

July 2021 –
Sept. 2021

Quarter 2

Oct. 2021 –
Dec. 2021

Quarter 3

Jan. 2022 –
Mar. 2022

Quarter 4

Apr. 2022 –
June 2022

Year 2

Quarter 1

July 2022 –
Sept. 2022

Quarter 2

Oct. 2022 –
Dec. 2022

Quarter 3

Jan. 2023 –
Mar. 2023

Quarter 4

Apr. 2023 –
June 2023

Year 3

Quarter 1

July 2023 –
Sept. 2023

Quarter 2

Oct. 2023 –
Dec. 2023

Quarter 3

Jan. 2024 –
Mar. 2024

Quarter 4

Apr. 2024 –
June 2024

Year 4

Quarter 1

July 2024 – Sept. 2024

Quarter 2

Oct. 2024 – Dec. 2024

YEAR 1, QUARTER 1

JULY 2021 – SEPT. 2021

City Council Update: **September 28, 2021**

- July/Aug. 2021 – City Council adopts spending allocations

Backfill Loss Revenue:

- Aug. 30, 2021 – Confirm calculations
- Sept. 30, 2021 – Submit calculations to Treasury

Community Needs Assessment:

- Sept. 30, 2021 – Survey complete, workshops begin



PROPOSED STANTON ROADMAP SUMMARY

1.	Safe Community:	\$2,707,000
2.	Strong Local Economy:	\$1,394,200
3.	Quality Infrastructure:	\$375,000
4.	Fiscal Stability & Efficiency:	\$1,371,417
5.	High Quality of Life:	\$990,000
6.	Responsive, High-Quality, & Transparent Government:	\$1,040,000
7.	Environmental Stewardship & Sustainable Operations:	\$1,245,000
		\$9,122,617
Total Stanton ARPA Allocation:		\$9,123,660

CONTACT INFORMATION



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CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 27, 2021

SUBJECT: ST. POLYCARP CATHOLIC CHURCH REQUEST FOR CITY TO CO-SPONSOR ST. POLYCARP FAMILY FESTIVAL

REPORT IN BRIEF:

A request has been received for the City to co-sponsor the St. Polycarp Catholic Church's St. Polycarp Family Festival, which is scheduled to be held on September 17 – 19, 2021.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Provide direction to staff and receive and file the report.

BACKGROUND:

Saint Polycarp Catholic Church ("St. Polycarp"), located at 8100 Chapman Avenue in the City of Stanton, is scheduled to host a family festival on the weekend of September 17, 18, and 19, 2021. Some activities and offerings planned to be part of the festival include kid games, a raffle, and a food booth serving hamburgers and/or hot dogs. A request has been received to co-sponsor the event.

FISCAL IMPACT:

None.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the CEQA, this project has been determined to be exempt under Section 15378(b)(5) of the State CEQA Guidelines because CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE(S) ADDRESSED:

5. Provide a high quality of life

PUBLIC NOTIFICATION:

Through the regular agenda process.

Prepared by:

/s/ Jason Huynh

Jason Huynh
Management Intern

Approved by:

/s/ Jarad L. Hildenbrand

Jarad L. Hildenbrand
City Manager

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: July 27, 2021

SUBJECT: UPDATE AND DISCUSSION REGARDING STEPS TAKEN TO ADDRESS HOMELESSNESS WITHIN THE CITY OF STANTON AND THE RESOURCES BEING OFFERED BY THE CITY

REPORT IN BRIEF:

Staff has prepared a presentation regarding the steps taken to address homelessness within the City of Stanton and the resources being offered by the City.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Receive and file the report.

BACKGROUND:

The City of Stanton has seen an increase in the homeless population over the past months. Given that homelessness in and of itself is not illegal, dealing with this issue presents many challenges for Code Enforcement and Police Services. The key to addressing the underlying aspects of the homelessness issues within the City will be the coordinated efforts of law enforcement and code enforcement working with programs and services to assist city staff and law enforcement officials in providing positive alternatives for the homeless population within the community.

ENVIRONMENTAL IMPACT:

This item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

PUBLIC NOTIFICATION:

Through the regular agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Objective1: Provide a safe community.

Objective 5: Provide a high quality of life.

Objective 6: Maintain and Promote a Responsive, High Quality and Transparent Government

Prepared by:

Approved by:

/s/ James J. Wren

/s/ Jarad L. Hildenbrand

James J. Wren
Public Safety Services Director

Jarad L. Hildenbrand
City Manager

City Council

Items 12D & 12E

12D:

“DISCUSSION REGARDING ORANGE COUNTY SHERIFF’S DEPARTMENT SERVICE LEVELS, HOMELESS SERVICES, TICKETING, AND ENFORCEMENT”

12E:

“DISCUSSION REGARDING AUTHORIZING THE CITY ATTORNEY’S OFFICE TO FACILITATE PROSECUTIONS OF LOCAL LAW”

City Council Initiated Item.

(This item does not contain a staff report)